

EXHIBIT E

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT “A”

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

WILLIAM MCGINNIS

vs.

WB HOMES INC

NO. 2018-19272

NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

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HORN WILLIAMSON LLC
Jennifer M. Horn, Esquire
Kathleen J. Seligman, Esquire
PA ID Nos. 79721/94272
2 Penn Center, Suite 1700
1500 JFK Boulevard
Philadelphia, PA 19102
215-987-3800
jhorn@hornwilliamson.com
kseligman@hornwilliamson.com

Attorneys for Plaintiffs

**WILLIAM MCGINNIS and
ROSE MARIE MCGINNIS**
2573 Muirfield Way
Lansdale, PA 19446

Plaintiffs,

V.

**W.B. HOMES, INC.,
404 N. Sumneytown Pike, Suite 200
North Wales, PA 19454,**

and

PENN GWYN, L.P.
404 N. Sumneytown Pike, Suite 200
North Wales, PA 19454,

and

THORNBY DEVELOPMENT CORP.,
404 N. Summeytown Pike, Suite 200
North Wales, PA 19454,

**W.B. HOMES DEVELOPMENT CO.,
INC.**
404 N. Sumneytown Pike, Suite 200
North Wales, PA 19454

and

5/26/2020, 11:53 AM

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WILLIAM J. BONENBERGER a/k/a	:
WILLIAM J. BONNENBERGER	:
404 N. Sumneytown Pike, Suite 200	:
North Wales, PA 19454,	:
	:
and	:
	:
OMNIA GROUP, INC.,	:
323 South York Road	:
Hathoro, PA 19040,	:
	:
and	:
	:
OMNIA GROUP ARCHITECTS, LLC,	:
323 South York Road	:
Hathoro, PA 19040,	:
	:
Defendants.	:

COMPLAINT

Plaintiffs, by and through their attorneys, Horn Williamson, LLC, hereby submit their Complaint and aver that W.B. Homes, Inc., a family-owned residential real estate developer, marketed itself as a luxury home builder in Bucks and Montgomery Counties Pennsylvania.

I. PARTIES AND VENUE

1. Plaintiffs William and Rose Marie McGinnis own and reside in a single-family home located at 2573 Muirfield Way, Lansdale, Pennsylvania (the “Home” or the “Property”).
2. The Home is located in a housing development known as Bethel Knoll (“Development”) which, upon information and belief, is a planned residential community subject to Pennsylvania's Uniform Planned Community Act, 68 Pa.C.S.A. § 5101, et seq.
3. Upon information and belief, Defendants Penn Gwyn, L.P. and Thornby Development Corp. are the Declarants of the Planned Community.

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12. Defendant Thornby is identified as the general partner of Penn Gwyn on the Pennsylvania Department of State's Business Registry. *See* Exhibit A.

13. Upon information and belief, W.B. Homes marketed, built, and sold the Home to Plaintiffs.

14. Defendant William J. Bonenberger a/k/a William J. Bonnenberger ("Bonenberger") is an individual with a place of business located at 404 N. Sumneytown Pike, Suite 200, North Wales, Pennsylvania.

15. Upon information and belief, Bonenberger is the President of Defendants W.B. Homes and Thornby, and he made personal representations to the Plaintiffs about the quality and workmanship of the Home. *See* Exhibit A.

16. "W.B. Homes Entities" shall refer collectively to W.B. Homes, Penn Gwyn, and Thornby.

17. Defendant Omnia Group, Inc. is a corporation that operated as the architect of the Home, and its principal place of business is located at 323 South York Road, Hatboro, PA 19040.

18. Defendant Omnia Group Architects, LLC is a limited liability corporation and an affiliate to Omnia Group, Inc with its principal place of business located at 323 South York Road, Hatboro, PA 19040.

19. Upon information and belief, Defendants Omnia Group, Inc. and Omnia Group Architects, LLC. are related and/or affiliated entities and/or have a parent/subsidiary relationship.

20. "Omnia" or "Omnia Group Defendants" shall refer collectively to Omnia Group, Inc. and Omnia Group Architects, LLC.

21. Venue is proper because the Home is located in Montgomery County, Commonwealth of Pennsylvania.

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II. FACTS RELATING TO W.B. HOMES ENTITIES

22. As advertised by W.B. Homes, W.B. Homes is "Philadelphia's premiere home builder in nearby Bucks and Montgomery counties, Pennsylvania." A true and correct copy of portions of W.B. Homes' website is attached hereto as Exhibit B.¹

23. Upon information and belief, Penn Gwyn and/or Thornby acquired the land on which the Development was built and Declared a Planned Community.

24. W.B. Homes is identified in Plaintiffs' Agreement of Sale as the "Equitable Owner" of the Home. A true and correct copy of the Agreement of Sale is attached hereto as Exhibit C.

25. Counsel for builder defendant has agreed not to pursue arbitration.

26. At the time when Plaintiffs entered into the Agreement of Sale with W.B. Homes, W.B. Homes was not the legal title owner of the Property.

27. Upon ~~information~~ and belief, at all times relevant hereto, Penn Gwyn was the legal title owner of the Property until title transferred to Plaintiffs.

28. At all times relevant hereto, there was no mortgage in favor of W.B. Homes recorded against the Property.

29. At all times relevant hereto, there was no assignment of rights in favor of W.B. Homes recorded against the Property.

30. Upon information and belief, corporate formalities, including preserving the legal boundaries between W.B. Homes, Thornby, and Penn Gwyn were not observed during the ~~marketing~~ sale, construction and transfer of the Home.

¹ A true and correct copy of Exhibit B is available at: <http://www.wbhomesinc.com/>

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31. Upon information and belief, W.B. Homes and Penn Gwyn intermingled assets, including but not limited to real property and/or monies during the marketing, sale, construction and transfer of the Home.

32. Upon information and belief, the Development was marketed, designed, constructed, sold by Bonenberger and W.B. Homes Entities between 2002 to 2005.

33. Bonenberger and the W.B. Homes Entities advertised the Development a luxury estate home community and suggested home buyers "Escape the Ordinary." A true and correct copy of portions of W.B. Homes' website is attached hereto as Exhibit D.²

34. Bonenberger and W.B. Homes Entities further advertised that the Development contained "W.B. Trademark Amenities Featured In Every Home," quality construction details, and gracious exteriors. A true and correct copy of portions of W.B. Homes' website is attached hereto as Exhibit E.³

35. In or around the middle of 2003, when Plaintiffs were researching the purchase of their potential new home, W.B Homes, Inc.'s website, on the "About W.B. Homes" page, represented as follows:

Our goal is to make the new home experience for our customers one of the most pleasurable and exciting experiences of their lives." In 1986, with this very simple and straight forward concept on which to build, W.B. Homes was formed. In the years since then, W.B. Homes has worked hard to earn a very successful and enviable reputation in the home building industry. With a resume that includes more than 45 completed communities and over 1000 satisfied customers, co-owners William Bonenberger and John Breitmayer have built this reputation by caring deeply about the same things our homebuyers care about. Our total commitment to the following five objectives has been, and will continue to be, crucial to our company's success.

² A true and correct copy of Exhibit D is available at:

https://web.archive.org/web/20031011125333/http://www.wbhomesinc.com:80/bethel_knoll/

³ A true and correct copy of Exhibit E is available at:

https://web.archive.org/web/20040601180807/http://www.wbhomesinc.com:80/bethel_knoll/standard.html

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- *OFFER MODERN, SPACIOUS, FUNCTIONAL HOME DESIGNS FOR TODAY'S CHANGING LIFESTYLES*
- *BUILD COMMUNITIES IN HIGHLY DESIRABLE LOCATIONS WITH EASY ACCESSIBILITY TO SCHOOLS, SHOPPING AND MAJOR HIGHWAYS*
- *PROVIDE THE HIGHEST LEVEL OF QUALITY WORKMANSHIP*
- *PROVIDE "VALUE" BY INCLUDING FEATURES THAT ARE **CONSIDERED** UPGRADES AT OTHER COMMUNITIES*
- *ENSURE TOTAL CUSTOMER SATISFACTION*

Each of our homes is as unique as the client we build it for. Each step and detail of the building process is carefully checked to assure that each home meets our high standards of excellence. This attention to detail ensures a finished product that both the new homeowner and W.B. Homes can be proud of. At W.B. Homes we welcome "Customizing." We offer an extensive list of Options in our "Option Manual," and we'll be glad to consider your own customizing ideas. The purchase of one of our homes includes the services of our Professional Staff to assist you in making color selections, choosing cabinets, countertops, flooring, and much more. In the end, we want to be sure that your new home is personalized and reflects who "YOU" are.

A true and correct copy of the "About W.B. Homes" page of the W.B. Homes website from June 22, 2003, is attached hereto as Exhibit F.⁴

36. W.B. Homes' current website lists William "Bill" Bonenberger (Bonenberger) as the founder who "paid his dues and gained hands-on experience working with a trusted national builder." *See* Exhibit B.

37. On or about June 1, 2018, Plaintiffs, by and through counsel, sent Notice of their claims to W.B. Homes, Inc. A true and correct copy of the June 1, 2018 Notice to Cure is attached hereto as Exhibit G.

38. Upon information and belief, on or about July 12, 2018, W.B. Homes and W.B. Development completed a merger of and between the two companies. *See* Exhibit A.

III. FACTS SPECIFICALLY RELATING TO THE PLAINTIFFS' HOME

⁴A true and correct copy of Exhibit F is available at:
<https://web.archive.org/web/20030622055617/http://www.wbhomesinc.com:80/about.html>

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A. The Plaintiffs' Purchase of the Home and Execution of the Agreement of Sale.

39. In or about 2003, the Plaintiffs decided to purchase a new home and began viewing homes in Montgomery County, Pennsylvania.

40. Bonenberger, a family friend to Plaintiffs, knew and/or learned that the Plaintiffs were interested in purchasing a new home.

41. Bonenberger recommended that the Plaintiffs consider purchasing one of his homes (a W.B. Homes' Home) and suggested the Plaintiffs visit the not yet advertised Bethel Knoll Community in Montgomery County, Pennsylvania.

42. Bonenberger, personally and individually, specifically and directly assured the Plaintiffs that their Home would be constructed with high quality materials, built with a high level of custom workmanship, and built in compliance with all building codes.

43. Bonenberger and W.B. Homes Entities promised the Plaintiffs that their home would be designed and constructed in compliance with, and pursuant to, industry standards and applicable codes and regulations, and free from defects.

44. Prior to purchasing the Home, the Plaintiffs reviewed the W. B. Homes website, marketing materials, brochures, and model floor plans, including the floor plan for the Newbury Country Manor which the Plaintiffs ultimately selected. A true and correct copy of the Plaintiffs' Home plan is attached hereto as Exhibit H.

45. Bonenberger and W.B. Homes Entities customized the Newbury model home to fit Plaintiffs' unique style and preferences.

46. Bonenberger also named an archway, requested by the Plaintiffs, the "McGinnis" archway and told the Plaintiffs that he was building them a great home.

47. Justifiably relying upon Bonenberger' personal representations, the marketing

materials, representations about W.B. Homes' reputation, the Home's unique and desirable features, and promised quality of construction, on or about October 12, 2003, the Plaintiffs entered into an Agreement of Sale (the "Agreement") with W.B. Homes ("the Seller") for the purchase of the property located at 2573 Muirfield Lane, Lansdale, Pennsylvania. *See* Exhibit C.

48. Jack Boyd, Vice President of Defendant W. B. Homes signed the Agreement on behalf of the Seller.

49. A Certificate of Occupancy for the Plaintiffs' Home (the "McGinnis COO") was issued by Worcester Township on or about November 16, 2004. A true and correct copy of the McGinnis COO is attached hereto as Exhibit I.

50. On or about November 19, 2004, Plaintiffs took possession of their Home, at which time, Penn Gwyn transferred the Home by deed to the Plaintiffs (the "McGinnis Deed"). A true and correct copy of the Deed is attached hereto as Exhibit J.

B. Plaintiffs' Justifiable Reliance on the Builders' Misrepresentations About the Home and the Development.

51. In addition to the aforementioned written marketing materials and advertisements, prior to and during construction, Plaintiffs had numerous conversations with Bonenberger who made verbal representations about the high quality and superior construction, workmanship and design of the Home to induce the Plaintiffs to purchase the Home.

52. Plaintiffs relied on the representations of Bonenberger.

53. On or about October 12, 2003, Defendant W.B. Homes, provided the Plaintiffs with a Builder's Limited Warranty. (the "McGinnis Limited Warranty"). A true and correct copy of the McGinnis Limited Warranty is attached hereto as Exhibit K.

54. The McGinnis Limited Warranty represents as follows: "W.B. Home, Inc. has strived to construct your new home carefully and in full accordance with accepted home building

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practices. We have performed continuous inspections along its development and where required, your home has been certified by local building inspectors.” *See id.*

55. Plaintiffs justifiably relied upon the McGinnis Limited Warranty as additional evidence that the Home had been constructed properly and in compliance with the building code, local ordinance, and industry standards.

56. Relying on the representations of the W.B. Homes Entities as to the quality of the Home being built as advertised and relying upon the assurances and representations made by Bonenberger, Plaintiffs believed they were purchasing a well-constructed, luxury home.

C. Plaintiffs’ Notification to the Builder Defendants and the Builder Defendants’ Refusal to Make Repairs.

57. In or around the early part of 2018, Plaintiffs considered selling their Home.

58. Because of stucco issues in neighboring developments, the Plaintiffs decided to have a stucco evaluation performed.

59. Plaintiffs hired Rob Lunny from Lunny Building Diagnostics (“Lunny”) to perform a Building Moisture Survey of the Home on March 23, 2018 (the “Lunny Report”). A true and correct copy of the Lunny Report is attached hereto as Exhibit L.

60. Lunny preliminarily found numerous construction defects with respect to the Home, including, but not limited to:

- a. Inadequate or missing flashing around windows, doors and penetrations of the building envelope;
- b. Gaps in Sills;
- c. Exposed wood under right and left side of front patio;
- d. A provision for drainage or “weep screed” was not installed;
- e. Inadequate kickout flashing in roof/wall intersections;
- f. Control joints were not installed at floor lines;
- g. Inadequate window head flashing;

- h. Casing beads not installed around windows and doors;
- i. System extends over foundation;
- j. Lack of flashing detail at stone/stucco intersections;
- k. Lack of drainage in FD stone system; and
- l. Lack of sealing around light fixture attachments.

See id. at 27.

61. Lunny found preliminary evidence of the following damage to the McGinnis Home as a direct and proximate cause of the above-referenced construction defects, which include:

- a. Failed substrate;
- b. Elevated moisture readings;
- c. Areas of no resistance of the sheathing; and
- d. Moisture damage to windows and doors.

See id. at 26.

D. Plaintiffs' Good Faith Claim to Defendant W.B. Homes.

62. On or about April 6, 2018, the Plaintiffs notified Defendant Bonenberger about the reported construction defects and requested that the Defendants remediate the construction defects to the Home.

63. Bonenberger and/or representatives of W.B. Homes' engaged in correspondence with Plaintiffs and participated in a meeting in an attempt to resolve the defects and resulting damage to the Plaintiffs' Home.

64. During one of these correspondences, Bonenberger told Plaintiff, William McGinnis, that he (Bonenberger) was aware of stucco issues in other W.B. Homes' developments.

65. The parties were unable to resolve the Plaintiffs' concerns about their Home.

72. The Plaintiffs have sustained or will continue to sustain damages other than damage to the originally constructed Home, which include, but are not limited to: (i) two patios; (ii) two sets of stone steps; (iii) landscaping, landscape lighting, and driveway ; (iv) replacement of window tinting on all windows that will be replaced; (v) repainting walls that have been painted after closing; (vi) damage to the finished basement; (vii) the air quality within the Home that is contaminated with mold and/or will be contaminated with mold when the exterior envelope is repaired; and (viii) removal and replacement of the alarm system.

73. In addition, the Plaintiffs have sustained the other following damages: (i) interruption of full use and enjoyment of the Home, (ii) diminution of value of the Home due to the existence of defects with the Home and the same kind of construction defects neighborhood wide, decreasing the willingness of potential buyers to purchase a home within the Development and the marketability and market value of the Home; (iii) such other costs and **damages** that may be incurred during remediation and repair of construction defects and damages that cannot be fully known until the remediation project has commenced; and/or (iv) **continued** costs associated with maintaining the Home and paying taxes and mortgage on the Home, which the Homeowners cannot sell due to damage to the Home and the stigma of a stucco property.

74. The Plaintiffs have satisfied all conditions precedent to filing this action.

75. The Plaintiffs filed a Writ of Summons against the Defendants on or about July 31, 2018.

IV. FACTS RELATING TO THE OMNIA GROUP DEFENDANTS.

76. Upon information and belief, Omnia were the architects that designed the Plaintiffs' Home.

77. Upon information and belief, Bonenberger and/or the W.B. Homes Entities entered into a written contract with Omnia (the "Omnia Design Contract") to serve as the design professional architect for the Plaintiffs' Home. Pursuant to Pa.R.C.P. 1019(i), the Plaintiffs were not in privity of contract with Omnia and are not in possession of the Omnia Design Contract. Plaintiffs expect to obtain true and correct copies of the same during the discovery phase of this litigation.

78. Upon information and belief, the Omnia Design Contract established a professional relationship between Bonenberger and/or the W.B. Homes Entities and Omnia.

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79. Upon information and belief, in accordance with the Omnia Design Contract, Omnia prepared design plans to be used for obtaining the necessary permits and for construction of the Plaintiffs' Home.

80. Upon information and belief, Omnia supplied the designed plans, specifications, and information necessary to construct the Plaintiffs' Home.

81. Bonenberger and W.B. Homes Entities promised the Plaintiffs that their home would be designed and constructed in compliance with, and pursuant to, industry standards and applicable codes and regulations, and free from defects.

82. Omnia owed a duty to the public, and particularly to the residents of the Home, to adhere to the standards of professional conduct expected of architects in the Commonwealth of Pennsylvania.

83. Omnia's duties as set forth in 49 Pa. ADC §9.151(1)-(3), included the duty to "exercise due regard for the safety, life and health of the public . . . or other individual who may be affected by the professional work for which [the Architect] is responsible." *See* 49 Pa. ADC §9.151(1)-(3).

84. Omnia also had the duty to "perform their work and produce designs that comply with all relevant State and municipal building laws and regulations." *See id.*

85. By submitting their design plans and specifications to Bonenberger and/or W.B. Homes Entities, to be used in the construction of the Home, Omnia represented that the information they supplied would permit the Bonenberger and W.B. Homes Entities to construct the Plaintiffs' Home in accordance with all relevant building laws and regulations.

86. Omnia represented that the information they supplied pursuant to the design plans and specifications for the construction of the Plaintiffs' Home, if followed during construction,

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would result in residential structures that were habitable and free from water and moisture infiltration.

87. Ultimately, the information, *vis a vis* the design plans and specifications, and other **information** provided, by Omnia were false, defective, and deficient.

88. Omnia's provision of deficient and defective design plans and specifications constitute a breach of the Omnia Design Contract.

89. Omnia further breached the standard of care required of professional architects in the Commonwealth of Pennsylvania.

90. Omnia's false, deficient, and defective design plans and specification resulted in the construction of defective exterior envelopes and stucco systems and caused significant water and moisture infiltration into the Plaintiffs' Home thereby causing significant and serious damage requiring remediation and repair.

V. FACTS RELATING TO THE DEFENDANTS' VIOLATION OF BUILDING CODE

91. The defects identified in Lunny Report demonstrate that construction of the Plaintiffs' Home did not comport with then-existing requirements in the applicable building codes and standards and/or local ordinances.

92. The COO issued by the local code enforcement office **identifies** the building code applicable to the construction of the Home to be the International Residential Code 2003 ("IRC 2003" or the "Applicable Building Code").

93. As such, upon information and belief, IRC 2003 was the building code applicable to the construction and design of the Plaintiffs' Home and/or Development.

94. The allegations herein concerning violations of building code and local ordinance are made at any early stage of litigation and are subject to discovery confirming the Applicable

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Building Code and the existence of additional building code violations in the design and/or construction of the Home.

95. Plaintiffs intend to supplement, modify, and/or further develop allegations and **averments** relating to or concerning the existence of building code violations during the course of and at the conclusion of discovery.

96. Plaintiffs further intend to conduct destructive testing of the Home and produce expert report(s) for the purpose of developing evidence substantiating the existence of building code violations.

97. The Defendants knew or should have known that the Home was constructed in violation of the Applicable Building Code and local ordinance.

98. Upon **information** and belief, the **Defendants** willfully, knowingly, intentionally, recklessly, and/or negligently unlawfully constructed the Home in violation of Applicable Building Code and local ordinance.

99. Upon **information** and belief, the Defendants willfully, knowingly, intentionally, recklessly, and/or negligently marketed, advertised, and represented that the Home was of quality construction and built pursuant to the Applicable Building Code, when they knew or should have known that the Home was unlawfully constructed in violation of Applicable Building Code and local ordinance.

100. Upon information and belief, the Defendants, individually, willfully, knowingly, intentionally, recklessly, and/or negligently failed to supervise, oversee, and/or inspect the implementation of the design during the construction of the Home.

101. Upon information and belief, the Defendants, individually, willfully, knowingly,

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intentionally, recklessly, and/or negligently failed to supervise, oversee, and/or inspect the construction of the Home with regard for compliance with the Applicable Building Code and local ordinance.

102. Upon ~~information~~ and belief, the ~~Defendants~~, individually, willfully, knowingly, intentionally, recklessly, and/or negligently warranted the Home when they knew, or should have known, that the Home was not adequately and properly inspected for compliance with the Applicable Building Code and the Home's construction did not comply with Applicable Building Code and local ordinance.

103. Upon ~~information~~ and belief, the Defendants, individually, willfully, knowingly, intentionally, recklessly, and/or negligently sold the Home when they knew or should have known that the Home was not adequately and properly inspected for compliance with the Applicable Building Code and the Home's construction and/or design did not comply with Applicable Building Code and local ordinance.

104. As such, the construction and/or design of the Home was unlawful because the Home was designed and constructed in violation of Applicable Building Code and local ordinance.

**COUNT I
BREACH OF CONTRACT
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

105. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

106. Plaintiffs purchased the Home from Bonenberger and W.B. Homes Entities pursuant to the Agreement of Sale, whereby Bonenberger and W.B. Homes, Entities agreed to

construct and sell a home that was properly constructed in a reasonably workmanlike manner, properly supervised, free of construction defects and that was habitable, in compliance with industry standards and local building code requirements and inspected by W. B. Homes' trained personnel prior to delivery.

107. Bonenberger, personally and individually, specifically and directly promised and assured the Plaintiffs that their Home would be constructed with high quality materials, built with a high level of custom workmanship, and built in compliance with all building codes.

108. Bonenberger, personally and individually, held himself out in advertising and promotional materials as the designer and builder of the Homes in the Development.

109. By making representations to the Plaintiffs, Bonenberger guaranteed that the Plaintiffs' Home would defect-free and is personally liable to them for breach of contract.

110. In light of the facts alleged herein, Bonenberger is liable for breach of contract, in his individual capacity.

111. To the extent that the Agreement of Sale was entered into by and between the Plaintiffs and W.B. Homes, and not directly with Bonenberger, Penn Gwyn, and Thornby Development, these parties are properly named as Defendants in connection with the cause of action in this Court, and should be held jointly and severally liable with W.B. Homes, because all of these Defendants were "alter egos" or mere instrumentalities of one another, and/or acted as a common business enterprise and/or single entity in all aspects of their business, and the corporate and business structure of Bonenberger, Penn Gwyn, Thornby, and W. B. Homes are intertwined in such a way that they share common ownership and/or common owners, principals and/or officers and directors, have a relationship as parent and subsidiary and/or affiliates, such that and

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that piercing of their respective corporate veils is appropriate to hold them jointly and severally liable to the Plaintiffs.

112. The Home, in fact, was not properly constructed in compliance with industry standards or local building code requirements and the Uniform Planned Community Act.

113. Nor, is the Home habitable, free of construction defects, and built in a reasonably workmanlike manner.

114. Bonenberger, W.B. Homes, Penn Gwyn, and Thornby have materially breached the Plaintiffs' Agreement.

115. As a direct and proximate result of Bonenberger, W.B. Homes, Penn Gwyn, and Thornby's material breach of the Agreement, the Plaintiffs have incurred, and will continue to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Homes and other related costs.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants W.B. Homes, Penn Gwyn, Thornby, and William Bonenberger for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, ~~diminution~~ diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

**COUNT II
BREACH OF EXPRESS WARRANTY
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

116. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

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117. Upon information and belief, Plaintiffs' Agreement of Sale incorporated a Limited Warranty Program, which is applicable to Plaintiffs' Home.

118. Plaintiffs reasonably relied on the express representations in the Limited Warranty Program and the Agreement of Sale.

119. Bonenberger, personally and individually, specifically and directly promised and assured the Plaintiffs that their Home would be constructed in compliance with an express warranty, with high quality materials, built with a high level of custom workmanship, and built in compliance with all building codes.

120. Bonenberger and W.B. Homes Entities' certifications and representations in the Agreement of Sale and Limited Warranty Program constituted express warranties that the Plaintiffs' Home had been built in compliance with industry standards, and that a Certificate of Occupancy had been issued indicating that the Home was built in accordance with the applicable building code, was habitable and built in a good, workmanlike manner, properly supervised during construction, and inspected by Defendants' trained personnel prior to delivery.

121. Plaintiffs reasonably relied upon the express warranty and representations made by Bonenberger and W.B. Homes Entities in the Agreement of Sale and Limited Warranty Program, as a material inducement for purchasing the Home.

122. Bonenberger and W.B. Homes Entities materially breached the express warranty extended to the Plaintiffs in the Agreement of Sale and the Limited Warranty Program by failing to build the Home in strict compliance with the applicable building codes and industry standards, failing to build the Home in a habitable and good workmanlike manner, failing to properly supervise construction of the Development, and failing to inspect the Home using trained personnel prior to delivery.

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**COUNT III
BREACH OF IMPLIED WARRANTY OF HABITABILITY
PLAINTIFFS**

V.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBYS

125. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

126. The various components comprising the exterior envelope of the Plaintiffs' Home, consisting, *inter alia*, of framing, sheathing, weather barrier, windows, doors and other fenestrations, flashing, stucco, ~~manufactured~~ stone, and field stone, were designed and installed by Bonenberger and W.B. Homes Entities and/or its agents, with the intent that they serve as protection to the occupants of the Plaintiffs' Home, including the Plaintiffs, against the elements of weather, including heat, cold, wind, and precipitation.

127. However, as set forth above, the various elements of the exterior envelope of the Plaintiffs' Home were defectively constructed and improperly installed.

128. Bonenberger and W.B. Homes Entities impliedly warranted that the Plaintiffs' Home, which Bonenberger and W.B. Homes Entities marketed, constructed, supervised construction, and sold, would be constructed in a reasonable ~~workmanlike~~ manner, free of construction defects and suitable for habitation.

129. Bonenberger and W.B. Homes Entities knew, or should have known, that the Plaintiffs would rely upon this implied warranty.

The Plaintiffs did in fact rely upon this implied warranty and their reliance was reasonable.

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130. Bonenberger and W.B. Homes Entities' defective construction directly and proximately caused numerous construction defects to the Plaintiffs' Home.

131. The damage to the Plaintiffs' Home, which was caused by the Builder Defendants' acts and/or omissions, render the Plaintiffs' Home uninhabitable.

132. Bonenberger and W.B. Homes Entities breached the implied warranty of habitability by failing to properly construct the Plaintiffs' Home in a reasonable workmanlike manner and free of defects, thereby rendering the Plaintiffs' Home uninhabitable.

133. Each of the WB Entities are properly named as Defendants in connection with the cause of action in this Court, and should be held jointly and severally liable with W.B. Homes, because all of these Defendants were "alter egos" or mere instrumentalities of one another, and/or acted as a common business enterprise and/or single entity in all aspects of their business, and the corporate and business structure of Bonenberger, Penn Gwyn, Thornby, and W. B. Homes are intertwined in such a way that they share common ownership and/or common owners, principals and/or officers and directors, have a relationship as parent and subsidiary and/or affiliates, such that and that piercing of their respective corporate veils is appropriate to hold them jointly and severally liable to the Plaintiffs.

134. As a direct and proximate result of Bonenberger and W.B. Homes Entities material breaches of the Agreement of Sale, the Plaintiffs have incurred, and will continue to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Home, as well as other costs and damages.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn,

and Thornby for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

**COUNT IV
BREACH OF THE IMPLIED WARRANTY OF WORKMANLIKE
CONSTRUCTION
PLAINTIFFS**

**v.
BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY**

135. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

136. Bonenberger and W.B. Homes Entities, who marketed, developed, constructed, and sold the Home, implied warranted, as a matter of law, that the Home would be built in a reasonably workmanlike manner and free of construction defects.

137. Bonenberger, personally and individually, specifically and directly promised and assured the Plaintiffs that their Home would be constructed with high quality materials, built with a high level of custom workmanship, built in compliance with all building codes.

138. Bonenberger, personally and individually, held himself out in advertising and promotional materials as the designer and builder of the Home.

139. The Plaintiffs reasonably and justifiably relied upon this implied warranty.

140. Bonenberger and W.B. Homes Entities knew that the Plaintiffs would reasonably and justifiably rely upon this implied warranty.

141. The Plaintiffs' Home, as built and sold by Bonenberger and W.B. Homes Entities, exhibit construction defects and was not built to the applicable building codes, industry standards

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nor the contemporary community standards, and does not meet the definition of reasonable workmanship under Pennsylvania law.

142. As a result, Bonenberger and W.B. Homes Entities have materially breached the implied warranty of workmanlike construction.

143. Bonenberger, Penn Gwyn, and Thornby are properly named defendants in this action in connection with the cause of action, and should be held jointly and severally liable with W.B. Homes, because all of these Defendants were “alter egos” or mere instrumentalities of one another, and/or acted as a common business enterprise and/or single entity in all aspects of their business, and the corporate and business structure of Bonenberger, Penn Gwyn, Thornby, and W. B. Homes are intertwined in such a way that they share common ownership and/or common owners, principals and/or officers and directors, have a relationship as parent and subsidiary and/or affiliates, such that and that piercing of their respective corporate veils is appropriate to hold them jointly and severally liable to the Plaintiffs.

144. As a direct and proximate result of the Bonenberger and W.B. Homes Entities material breaches of the implied warranty, the Plaintiffs have incurred, and will continue to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Homes, as well as other costs and damages.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

**COUNT V
GENERAL NEGLIGENCE
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

145. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

146. The various components comprising the exterior envelope of the Plaintiffs' Home, consisting, *inter alia*, of framing, sheathing, weather barrier, windows, doors and other fenestrations, flashing, stucco, were designed and/or installed by Bonenberger and W.B. Homes Entities, and/or their subcontractors, with the intent that the exterior envelope of the Home would serve as protection to the occupants of the Home, including the Plaintiffs, against the elements of weather, including heat, cold, wind, and precipitation.

However, as set forth above, the various elements of the exterior envelope of the Plaintiffs' Home were negligently designed and/or negligently installed.

147. Bonenberger and W.B. Homes Entities had duties to the Plaintiffs under common law, and statutorily through the Applicable Building Code.

148. Bonenberger and W.B. Homes Entities owed a duty to the Plaintiffs to construct, supervise construction, and sell a Home that were constructed in a reasonable workmanlike manner, free of construction defects and suitable for habitation.

149. Bonenberger and W.B. Homes Entities further owed a duty to warn the Plaintiffs of any latent defects in the Home at all times, including during the design and construction of the Plaintiffs' Home, prior to the sale of the Home, at closing and settlement, and at all times since, including the times when Bonenberger and W.B. Homes Entities discovered the defects in the building envelope and stucco systems in other homes located in the Development and/or

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remediated the Plaintiffs' neighbors' homes, which had the same architect/designers, construction managers, site managers, subcontractors, oversight and supervision, suppliers, and manufacturers.

150. Bonenberger, personally and individually, specifically and directly promised and assured the Plaintiffs that their Home would be constructed properly and that repairs would be performed promptly and adequately.

151. Upon information and belief, Bonenberger and W.B. Homes Entities subcontracted various aspects of the construction of the Home to subcontractors.

152. The Bonenberger and W.B. Homes Entities subcontractors owed a duty to the Plaintiffs to construct the Homes in a reasonable workmanlike manner, free of construction defects and suitable for habitation.

153. Bonenberger and W.B. Homes Entities and all subcontractors were responsible for installing, and did install, aspects or parts of the exterior envelope of the Home.

154. As a direct and proximate result of Bonenberger and W.B. Homes Entities' and/or any subcontractors' defective, careless, and negligent performance in constructing the Plaintiffs' Home, the Plaintiffs have experienced attendant property damage and damage to non-defectively constructed components of the Home.

155. The damages sustained by Plaintiffs were caused by the negligent and careless acts and/or omissions of the Bonenberger and W.B. Homes Entities and/or subcontractors, in installing and performing their work in a defective manner as set forth above.

156. As a direct and proximate result of Bonenberger and W.B. Homes Entities' negligence and unlawful construction and sale of the Home, the Plaintiffs have sustained or will continue to sustain damages other than damage to the originally constructed Home, which include, but are not limited to: (i) two patios; (ii) two sets of stone steps; (iii) landscaping, landscape

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lighting, and driveway; (iv) replacement of window ~~tinting~~ on all windows that will be replaced; (v) repainting walls that have been painted after closing; (vi) damage to the finished basement; (vii) the air quality within the Home that is contaminated with mold and/or will be contaminated with mold when the exterior envelope is repaired; and (viii) removal and replacement of the alarm system.

157. As a direct and proximate result of the Bonenberger and W.B. Homes Entities negligence the Plaintiffs have incurred, and will continue to incur, substantial ~~damages~~ and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Home, as well as other costs and damages.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby ~~demand~~ judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby Development for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, ~~diminution~~ in market value of the Home, and for such relief as the Court may deem proper and necessary.

**COUNT VI
NEGLIGENT MISREPRESENTATION
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

158. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

159. The Bonenberger and W.B. Homes Entities and/or their representatives made material misstatements and misrepresentations to the Plaintiffs about the quality features and construction of W.B. Homes' homes, and specifically the Plaintiffs' Home.

160. Bonenberger and W.B. Homes Entities made these negligent misrepresentations in writing, including in advertising and marketing materials and on their website.

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161. Bonenberger and W.B. Homes Entities, and/or their representatives, also made these negligent misrepresentations orally during face-to-face meetings with the Plaintiffs.

162. Bonenberger and W.B. Homes' representatives, made material misstatements and misrepresentations to the Plaintiffs about the quality features and construction of W.B. Homes, and specifically the Plaintiffs' Home.

163. Bonenberger made these negligent representations orally during face-to-face meetings with the Plaintiffs.

164. As such, Bonenberger is personally liable to the Plaintiffs for negligent misrepresentations.

165. Bonenberger and W.B. Homes Entities are joint and severally liable for negligent misrepresentations as they were "alter egos" of one another and/or acted as a common business enterprise and/or single entity and that in order to avoid injustice, it is necessary to pierce the respective corporate veils of Bonenberger and W.B. Homes Entities and/or hold them jointly and severally liable for their above stated individual and collective actions in connection with the Plaintiffs' Home and/or the Development.

166. Bonenberger and W.B. Homes Entities made material misrepresentations of fact under circumstances in which they knew or should have known that their material statements and representations were inaccurate, incorrect, untrue, and/or false.

167. Bonenberger and W.B. Homes Entities made material misrepresentations of fact under circumstances in which they failed to make a reasonable investigation of the truth or veracity of their statements and representations.

168. Bonenberger and W.B. Homes Entities made material misrepresentations of fact with the intent to induce the Plaintiffs to buy the Home.

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169. The Plaintiffs justifiably relied upon Bonenberger and W.B. Homes Entities' misrepresentations when entering the Agreement of Sale and closing on the Home.

170. The Plaintiffs materially and reasonably relied upon Bonenberger and W.B. Homes Entities' misrepresentations when they (a) received, reviewed, and relied upon the written **marketing** and advertising materials for the Homes, and (b) relied on communications and misrepresentations made by an agent or representative of the Bonenberger and W.B. Homes Entities when the Plaintiffs toured model homes.

171. As a direct and proximate result of Bonenberger and W.B. Homes Entities' negligent misrepresentations and unlawful construction and sale of the Home, the Plaintiffs have sustained or will continue to sustain damages other than damage to the originally constructed Home, which include, but are not limited to: (i) two patios; (ii) two sets of stone steps; (iii) landscaping, landscape **lighting**, and driveway; (iv) replacement of window tinting on all windows that will be replaced; (v) repainting walls that have been painted after closing; (vi) **damage** to the finished basement; (vii) the air quality within the Home that is **contaminated** with mold and/or will be contaminated with mold when the exterior envelope is repaired; and (viii) removal and replacement of the alarm system.

172. As a direct and proximate result of Bonenberger and W.B. Homes Entities negligence, the Plaintiffs have incurred, and will continue to incur, substantial **damages** and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Home, as well as others costs and **damages**.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby Development for all compensatory, consequential and incidental

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damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

**COUNT VII
NEGLIGENCE *PER SE*
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

173. Plaintiffs incorporate the preceding paragraph as if set forth at length herein.

174. Bonenberger and W.B. Homes Entities had statutory duties to the Plaintiffs to adhere to and fully comply with the Applicable Building Code and local ordinance.

175. By applying for Certificates of Occupancy on the Homes, the Bonenberger and W.B. Homes Entities owed a statutory duty of care to the Plaintiffs, as occupants of the Home

176. Bonenberger and W.B. Homes Entities owed a statutory duty to the Plaintiffs to construct the Home in accordance with the Applicable Building Code and local ordinance.

177. Bonenberger, personally and individually, specifically and directly promised and assured the Plaintiffs that their Home would be constructed properly and that repairs would be performed promptly and adequately.

178. It was specifically foreseeable by Bonenberger and W.B. Homes Entities that the Plaintiffs would justifiably rely upon Bonenberger and W.B. Homes Entities' representations and statutory obligations to comply with the Applicable Building Code and local ordinance.

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179. The Plaintiffs justifiably relied upon Bonenberger and W.B. Homes Entities' representations that the Home was designed and constructed in compliance with the Applicable Building Code and local ordinance.

180. Bonenberger and W.B. Homes Entities had a statutory duty of care to the Plaintiffs as the developer, marketer, builder and seller of the Home.

181. Bonenberger and W.B. Homes Entities owed a statutory duty pursuant to the Applicable Building Code and local ordinance to construct the Home in compliance with minimum regulations that are essential to ensure that the structures are safe, sanitary and fit for occupation and use.

182. Bonenberger and W.B. Homes Entities had a statutory duty of care to the Plaintiffs as the entity that constructed and warranted the Home and was obligated to properly construct the Home in compliance with the Applicable Building Code and local ordinance.

183. Bonenberger and W.B. Homes Entities owed a duty to the Plaintiffs to construct, supervise construction, and sell Home that were constructed in a reasonable workmanlike matter, free of construction defects and suitable for habitation.

184. The Plaintiffs, as foreseeable owners, occupants, and inhabitants of the Home is a part of the class contemplated to be protected by the Applicable Building Code.

185. Bonenberger and W.B. Homes Entities breached their statutory duty by negligently (a) constructing the Home by using subpar materials, inadequate methods, inexperienced and unskilled contractors and subcontractors, (b) failing to construct the Home within minimum regulations, Applicable Building Code, and local ordinances that are essential to ensure that the structures are safe, sanitary and fit for occupation and use, and/or (c) selling the negligently constructed Home.

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186. As found by Lunny, the Home exhibits material construction defects. *See* Exhibit K.

187. As averred in Section V, averments that are fully incorporated herein, Bonenberger and W.B. Homes Entities failed to construct the Home pursuant to the Applicable Building Code and local ordinance.

188. As a direct and proximate result of these (and other) defective construction practices and violations of the Applicable Building Code and local ordinance, the Plaintiffs have sustained damages to their Home and other property as averred above. As such, under Pennsylvania law, Bonenberger and W.B. Homes Entities have committed negligence *per se* by violating the specific provisions of the Applicable Building Code governing their conduct and breaching their duty to the Plaintiffs, who are part of the protected class of persons specifically contemplated by the Applicable Building Code, and directly and proximately causing Plaintiffs' injuries and property damages.

189. As a direct and proximate result of Bonenberger and W.B. Homes Entities' negligence and unlawful construction and sale of the Home, the Plaintiffs have sustained or will continue to sustain damages other than damage to the originally constructed Home, which include, but are not limited to: (i) two patios; (ii) two sets of stone steps; (iii) landscaping, landscape lighting, and driveway; (iv) replacement of window tinting on all windows that will be replaced; (v) repainting walls that have been painted after closing; (vi) damage to the finished basement; (vii) the air quality within the Home that is contaminated with mold and/or will be contaminated with mold when the exterior envelope is repaired; and (viii) removal and replacement of the alarm system.

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190. As a direct and proximate result of the Bonenberger and W.B. Homes Entities negligence the Plaintiffs have incurred, and will **continue** to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Home, as well as other costs and **damages**.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby Development for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Homes, and for such relief as the Court may deem proper and necessary.

**COUNT VIII
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW (73 P.S. § 201-1 *et. seq.*)
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

191. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

192. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, codified at 73 Pa.C.S.A. §§ 201-1 *et seq.* ("UTCPL") provides for a private right of action for anyone who suffers any ascertainable loss of money or property as a result of any method, act or practice deemed unlawful by the UTCPL.

193. The UTCPL provides that unfair methods, acts or practices include:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship; approval or certification of goods or services (*see* 73 Pa.C.S.A. § 201-2(4)(ii));

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- b. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by another (*see* 73 Pa.C.S.A. § 201-2(4)(iii));
- c. Representing that goods or services have characteristics, uses, benefits or qualities that they do not have (*see* 73 Pa.C.S.A. § 201-2(4)(v));
- d. Representing that goods or services are of a particular standard, quality or grade, if they are of another (*see* 73 Pa.C.S.A. § 201-2(4)(vii)); and
- e. **Engaging** in ~~fraudulent~~ or deceptive conduct which creates a likelihood of confusion or misunderstanding (*see* 73 Pa.C.S.A. § 201-2(4)(xxi)).

194. Bonenberger and W.B. Homes Entities have violated the UTPCPL, in that they have:

- a. Caused confusion and/or misunderstanding as to the source corporate entity responsible for and/or obligated pursuant to the Agreement of Sale and Warranties;
- b. Represented that the Plaintiffs' Home has characteristics, uses, and/or benefits that it does not have;
- c. Represented that the Builders' goods or services are of a particular standard, quality or grade when they are of another; and
- d. **Engaged** in fraudulent and/or deceptive conduct creating the likelihood of confusion or misunderstanding.

195. Bonenberger and W.B. Homes Entities violated 73 Pa.C.S.A. § 201-2(4)(v) by making misrepresentations in marketing and advertising materials, on their website, in their

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warranty, and in other documents provided to, and, upon information and belief, relied upon by, the Plaintiffs that Bonenberger and W.B. Homes Entities' homes and services have characteristics, uses, benefits, and qualities, when the Builders' were (a) reckless and knew or should have known that the representations were untrue, (b) acted in conscious ignorance of the truth or falsity of its misrepresentations, and/or (c) suppressed the truth of the misrepresentations. (See Sections III, IV, and V, including exhibits referenced therein.).

196. Bonenberger and W.B. Homes Entities violated 73 Pa.C.S.A. § 201-2(4)(vii) by making misrepresentations in **marketing** and advertising materials, their warranty, and on their website that the homes (including by implication the Home) and/or construction services were of a particular standard, quality or grade, when in fact the homes and construction services provided, marketed and/or sold by Bonenberger and W.B. Homes Entities were of an inferior and defective standard, quality or grade. (See Sections III, IV, and V, including exhibits referenced therein.)

197. The Plaintiffs justifiably relied upon the Bonenberger and W.B. Homes Entities' misrepresentations in **marketing** and advertising materials and in other documents and representations made to or provided to the Plaintiffs that the Homes were free from material defects and designed and constructed in accordance with Applicable Building Code and worth the purchase price.

198. The Plaintiffs justifiably and reasonably relied upon Bonenberger and W.B. Homes Entities' (mis)representations in its marketing literature about the **characteristics**, uses, benefits, standard, quality, and grade of W.B. Homes and services.

199. In justifiable and reasonable reliance on the Bonenberger and W.B. Homes Entities' misrepresentations about the characteristics, uses, benefits, standards, quality and grade of Bonenberger and W.B. Homes Entities' homes, including specifically their Home, contained in

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marketing materials, Plaintiffs expected, by way of example only, a high-quality, code-compliant home that they could use for a lifetime.

200. Bonenberger and W.B. Homes Entities violated 73 Pa.C.S.A. § 201-2(4)(xxi) by engaging in fraudulent or deceptive conduct which creates a likelihood of confusion and/or misunderstanding.

201. Specifically, Bonenberger and W.B. Homes Entities are liable for the following fraudulent and/or deceptive conduct:

- a. **Engaging** in fraudulent and/or deceptive conduct which created the likelihood of confusion and misunderstanding as to the relationships between W.B. Homes, Penn Gwyn, and Thornby and their actual roles in the marketing, sale, construction, and warranting of the Home;
- b. Bonenberger and W.B. Homes Entities are liable for fraudulently or deceptively selling the Home, which was not sold in a condition that satisfied Applicable Building Code, local **ordinances**, industry standards, and acceptable building practices and standards;
- c. Bonenberger and W.B. Homes Entities are liable for fraudulently or deceptively constructing the Home when they knew or should have known, and/or suppressed the truth that, it failed to properly construct the Home in compliance with the Applicable Building Code, local ordinances, industry standards, and acceptable building practices and standards;
- d. Bonenberger and W.B. Homes Entities are liable for fraudulent and/or deceptive conduct by failing to advise, warn or otherwise notify, and/or suppressing the truth that the Home was incurring, or was expected to incur, water infiltration

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damage, when Bonenberger and W.B. Homes Entities knew or should have known that their construction processes, violations of the Applicable Building Code, materials and/or methods were the cause of said damage to the Home; and

- e. Bonenberger and W.B. Homes Entities are liable for fraudulent and/or deceptive conduct by **denying** the Plaintiffs' claims and refusing to repair the Home when Bonenberger and W.B. Homes Entities knew or should have known, and had a duty to warn the Plaintiffs years before the Plaintiffs submitted a claim, that the Home was incurring, or was expected to incur, water infiltration damage because of the Builders' acts and/or omissions, failures to comply with the Applicable Building Codes, local ordinance, and industry standards, failures to properly and adequately supervise and oversee the construction of the Home, and failures to properly inspect the construction of the Homes to ensure that it complied with the design drawings for the Home and the Applicable Building Code; and
- f. Bonenberger and W.B. Homes Entities are liable for **marketing**, warranting, and any other proffered misrepresentations, which caused the Plaintiffs to believe that the Home was of the highest quality on the market, when, in actuality, the Bonenberger and W.B. Homes Entities knew or should have known that the Home was not even built to the minimum standard required by the Applicable Building Code.

202. The Plaintiffs justifiably relied upon their reasonable belief that Bonenberger and W.B. Homes Entities acted in good faith and did not engage in deceptive and/or fraudulent conduct with respect to the Home.

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203. As a direct and proximate result of Bonenberger and W.B. Homes Entities' unlawful acts and practices, the Plaintiffs have sustained damages in excess of \$150,000.00, the cost to repair the exterior and interior of their Home, related costs and damages, engineering and consulting fees, and legal costs.

204. In addition, as a direct and proximate result of the Builders' unlawful acts and practices, the Plaintiffs have sustained, and will continue to sustain, **damages** in the form of loss of use and enjoyment of their Homes.

205. Plaintiffs, through their counsel, asked Bonenberger and W.B. Homes Entities to remediate their Home. *See* Exhibit G.

206. In spite of the construction defects and Bonenberger and W.B. Homes Entities' unfair trade practices, Bonenberger and W.B. Homes Entities have denied Plaintiffs' demands and refused to make adequate and complete repairs to the Home.

207. As a direct and proximate result of the Builders' violations of the UTPCPL, unfair and deceptive business practices, and unlawful design, construction, and sale of the Plaintiffs' Home, the Plaintiffs have sustained or will continue to sustain damages other than damage to the originally constructed Home, which include, but are not limited to: (i) two patios; (ii) two sets of stone steps; (iii) landscaping, landscape lighting, and driveway ; (iv) replacement of window tinting on all windows that will be replaced; (v) repainting walls that have been painted after closing; (vi) damage to the finished basement; (vii) the air quality within the Home that is **contaminated** with mold and/or will be contaminated with mold when the exterior envelope is repaired; and (viii) removal and replacement of the alarm system.

208. As a direct and proximate Bonenberger and W.B. Homes Entities' violations of the UTPCPL, unfair and deceptive business practices, and unlawful design, construction, and sale of

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the Plaintiffs' Home, the Plaintiffs have incurred, and will continue to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and Plaintiff incorporates the preceding paragraphs as if set forth at length herein.

209. As a direct and proximate result of the Bonenberger and W.B. Homes Entities violation of the UTPCPL, the Plaintiffs have incurred, and will continue to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Home, as well as engineering fees, consultant fees and legal fees.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby **demand** judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby Development for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, statutory damages, treble damages, costs and fees, and for such relief as the Court may deem proper and necessary.

**COUNT IX
BREACH OF CONTRACT (THIRD PARTY BENEFICIARY)
PLAINTIFFS**

**v.
PENN GWYN AND THORNBY**

210. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

211. Upon information and belief, Penn Gwyn, Thornby, W.B. Homes, and/or Bonenberger entered into a contract for the sale of the land ("Penn Gwyn Land Contract") that Penn Gwyn conveyed to the Plaintiffs by deed. Pursuant to Pa.R.C.P. 1019(i), the Plaintiffs were not parties to the Penn Gwyn Land Contract. Plaintiffs expect to obtain true and correct copies of the same during the discovery phase of this litigation.

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212. Upon information and belief, the Penn Gwyn Land Contract required that Penn Gwyn supply the land and that W.B. Homes build the Plaintiffs' Home on the land as evident by the \$902,530.75 that the Plaintiffs paid as consideration for the deed. *See* Exhibit J.

213. Upon information and belief, Penn Gwyn, Thornby, and W. B. Homes are essentially the same entity and they knew and intended to build a home to be marketed and sold to the Plaintiffs free from defects and compliant with all local building codes.

214. At the time the Penn Gwyn Land Contract was entered into, it was Penn Gwyn, Thornby, W.B. Homes, and/or Bonenberger's intent that the Plaintiffs benefit from the contractual obligations of each party to the Penn Gwyn Land Contract.

215. Penn Gwyn and Thornby knew or should have known that Plaintiffs would rely on and benefit from their agreement with Bonenberger and/or W.B. Homes to build the Home correctly and without defects.

216. Thus, Penn Gwyn and Thornby knew, could not have been unaware of, and intended that the Plaintiffs were intended third-party beneficiaries of the Penn Gwyn Land Contract.

217. Penn Gwyn and Thornby breached their duties to the Plaintiffs by delivering the land/home when they knew, or should have known, that the Home was not built in complaint with the local building codes.

218. Plaintiffs intend to support this allegation with facts developed during the course of discovery.

219. As a result of Penn Gwyn and Thornby failures to deliver and/or construct the Home free from defects and in accordance with the applicable local building codes, the Plaintiffs have been damaged in a total amount in excess of \$150,000.00, representing the estimated cost to

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replace and repair the damaged exterior and interior of the Plaintiffs' Home, remedy defective conditions, and **prevent** further damage and unsafe conditions.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgment in their favor and against Defendants, Penn Gwyn and Thornby, for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

**COUNT X
CORPORATE VEIL
PLAINTIFFS**

v.

BONENBERGER, W.B. HOMES, PENN GWYN, AND THORNBY

220. Upon information and belief, W.B. Homes, is the associate and/or parent company of each of the other named W.B. Homes Entities, which includes Thornby. *See* Exhibit "A."

221. Upon information and belief, Penn Gwyn and Thornby acted in concert with W.B. Homes to acquire and develop land, construct the Development and homes, and sell homes to buyers, including the Plaintiffs.

222. Bonenberger is a principal of W.B. Homes and Thornby.

223. Thornby is the general partner of Penn Gwyn.

224. Upon information and belief, W.B. Homes is the limited partner of Penn Gwyn.

225. Upon information and belief, Bonenberger is the owner, primary shareholder, and/or officer of each W.B. Homes Entity.

226. It is believed and therefore averred, at all times relevant hereto, that with respect to the Home, W.B. Homes and the other W.B. Homes Entities acted together for the purpose of purchasing land, **obtaining** zoning approvals, installing improvements and infrastructure, **marketing**, advertising, developing, constructing, obtaining township approval of the construction,

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selling, and **delivering** Plaintiffs' Homes, and all other homes in the Development, such that the W.B. Entities were "alter egos" and/or mere instrumentalities of one another and/or acted as a common business enterprise and/or single entity and that in order to avoid injustice, it is necessary to pierce the respective corporate veils of each company and/or hold each company jointly and severally liable for their above stated individual and collective actions in connection with the **Development**.

227. The W.B. Homes' website and **marketing** materials contain representations by the W.B. Homes Entities that "W.B. Homes" is the designer, developer, builder, and seller of "luxury homes" and does not contain obvious and easily attainable or apparent information and explanation of the rules and identities of any of the other W.B. Homes Entities.

228. The W.B. Homes Entities all participated in and benefited from the development, construction, marketing, and sale of Plaintiffs' Home.

229. Bonenberger, as an agent and principal of the W.B. Homes Entities, participated in, controlled, and benefited from the construction, sale, and marketing of Plaintiffs' Home.

230. Upon information and belief, the owners, shareholders, officers, and other agents or representatives of each of the W.B. Homes Entities, operate each of the other W.B. Homes Entities in substantially the same role, title, and/or office, with no obvious, easily attainable, or apparent distinction between the identity of which of the W.B. Homes Entity's behalf the agent is operating under.

231. Bonenberger and the W.B. Homes Entities disregarded corporate form and operated as "alter egos" and/or as mere instrumentalities of one another to defraud and mislead the Plaintiffs, as set forth above.

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232. As the general partner of Penn Gwyn, Thornby is liable for its actions on behalf of the Penn Gwyn.

233. The W.B. Homes Entities were corporate vehicles used by Bonenberger, to commit the violations set forth herein and to defraud and mislead the Plaintiffs.

234. W.B. Homes is liable to the Plaintiffs in its own capacity as the entity holding itself out to the public, and to Plaintiffs, as the designer, builder, and seller of the Home and the Development.

235. Accordingly, it is just and proper to pierce the corporate veil of each of the W.B. Homes Entities arising from their unfair trade practices and negligent misrepresentations and to hold the other W.B. Homes Entities and Bonenberger liable.

236. As a direct and proximate result of the Defendants' negligence and unlawful design, construction, and sale of the Home, the Plaintiffs have incurred, ~~continue~~ to incur and/or will incur damage to other property. See Sections C-E, above.

237. As a direct and proximate result of the Defendants' negligence and unlawful design and construction of the Home, the Plaintiffs have incurred, and will ~~continue~~ to incur, substantial damages and costs, which include, but are not limited to, costs of repair and remediation and related costs and damages in excess of \$150,000.00, diminution in value of the Home, as well as ~~engineering~~ fees, consultant fees and legal fees.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby Development for all compensatory, consequential and incidental **damages**, in an amount in excess of \$50,000.00, diminution in market value of the Home, statutory damages, costs, and for such relief as the Court may deem proper and necessary.

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**COUNT XI
SUCCESSOR LIABILITY**

PLAINTIFFS v. W.B. HOMES DEVELOPMENT CO., INC.

238. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

239. Upon information and belief, Defendant W.B. Development was incorporated on or about July 12, 2018.

240. Upon information and belief, in or around the same time when W.B. Development was incorporated, W.B. Homes ceased or is in the process of ending some or all of its business operations.

241. Upon information and belief, the following characteristics apply to the transaction between W.B. Homes and W.B. Development:

- (a) W.B. Homes and W.B. Development utilize the same business address and facilities;
- (b) W.B. Homes and W.B. Development share the same corporate officers and employees;
- (c) W.B. Homes and W.B. Development are/were involved in substantially the same business;
- (d) W.B. Development assumed and/or acquired some or all of W.B. Homes' assets; and
- (e) W.B. Development continued the business of W.B. Homes uninterrupted and assumed the outstanding liabilities W.B. Homes necessary to continue business.

242. Upon information and belief, at the time when W.B. Development acquired W.B. Homes, W.B. Homes and W.B. Development and their owners and agents, including Bonenberger, were aware of concerns, reports, and potential reports of moisture intrusion and construction

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defects with regard to homes in other W.B Homes' developments and the possible exposure and/or legal liabilities arising from said defects.

243. Upon information and belief, at the time when W.B. Development acquired W.B. Homes, W.B. Homes had recently received notice of Plaintiffs' claims and the threat of litigation.

244. For the foregoing reasons, W.B. Development is liable to Plaintiffs under one or more theories of successor liability, including:

- (a) *De facto* merger;
- (b) Continuation of the prior enterprise; and
- (c) Fraudulent transaction to escape liability.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgement in their favor and against Defendants William Bonenberger, W.B. Homes, Penn Gwyn, and Thornby Development for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, statutory damages, costs, and for such relief as the Court may deem proper and necessary.

**COUNT XII
BREACH OF CONTRACT (THIRD PARTY BENEFICIARY)
PLAINTIFFS**

**v.
THE OMNIA GROUP, INC., and
OMNIA GROUP ARCHITECTS LLC**

245. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

246. Upon information and belief, Bonenberger and/or W.B. Homes Entities and Omnia entered into a contract (Omnia Design Contract), whereby Omnia were to prepare and supply design plans and specifications for some or all of the Homes in the Development, including the Plaintiffs' Home. Plaintiffs are not in possession of the Omnia Design Contract and will seek same in discovery.

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247. Upon information and belief, the Omnia Design Contract required that Omnia supply design plans and specifications for the construction of some or all of the Homes built in the Development, including the Plaintiffs' Home.

248. At the time the Omnia Design Contract was entered into, it was the Bonenberger and/or W.B. Homes Entities and Omnia's intent that the purchasers of the homes in the Development benefit from the design plans and specifications supplied in accordance with the Omnia Design Contract.

249. As the seller and builder of homes in the Development, including the Plaintiffs' Home, Bonenberger and W.B. Homes Entities knew, and intended for, the design plans and specifications supplied pursuant to the Omnia Design Contract to benefit all purchasers of Homes in the Development, including but not limited to the Plaintiffs' Home and the Plaintiffs.

250. Similarly, Omnia knew and intended that purchasers of the homes in the Development benefit from the design of the Homes, which were to be built by Bonenberger and W.B. Homes Entities in accordance with the design plans and specifications supplied by Omnia.

251. After all, Omnia knew, or should have known, that the design plans and specifications were being used to build numerous homes, including the Plaintiffs' Home, that were to be marketed, sold, and lived-in by homeowners, including the Plaintiffs.

252. Omnia knew, or should have known, that homeowners of the homes being built in the Development, including the Plaintiffs, would rely upon Omnia's contractual obligations to Bonenberger and W.B. Homes Entities to design the homes, including the Plaintiffs' Home, correctly and within the professional standards governing the practice of architecture in the Commonwealth of Pennsylvania.

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253. Thus, Omnia knew, could not have been unaware of, and intended that the Plaintiffs were intended third-party beneficiaries of the Omnia Design Contract between Bonenberger and W.B. Homes Entities and Omnia.

254. Omnia breached the Omnia Design Contract when they failed to perform all of their design work within the professional standard(s) governing the practice of architecture in the Commonwealth of Pennsylvania.

255. Omnia breached the Omnia Design Contract because their design plans and specifications were defective and deficient as they related to the stucco systems, flashing, and window installation work performed on the Plaintiffs' Home, and did not adequately or properly design the Plaintiffs' Home to adequately protect from water infiltration into the exterior envelopes of the Home.

256. Plaintiffs intend to support this allegation with facts developed during the course of discovery, and expert reports to be produced during the course of the litigation.

257. As a result of Omnia's false, defective, and deficient information contained in the design plans and specifications, and Omnia's failure to exercise reasonable care, the Plaintiffs have been damaged in a total amount in excess of \$150,000.00, representing the estimated cost to replace and repair the damaged exterior and interior of the Plaintiffs' Home, remedy defective conditions, and prevent further damage and unsafe conditions.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgment in their favor and against Defendants The Omnia Group, Inc., and Omnia Group Architects LLC, for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

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**COUNT XIII
PROFESSIONAL NEGLIGENCE (THIRD PARTY BENEFICIARY)
PLAINTIFFS**

**v.
THE OMNIA GROUP, INC., and
OMNIA GROUP ARCHITECTS LLC**

258. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

259. Upon information and belief, Bonenberger and/or W.B. Homes Entities entered into the Omnia Design Contract with Omnia as the architects and/or designers, to prepare and supply design plans and specifications for the Development, including the Plaintiffs' Home.

260. Upon information and belief, the Omnia Design Contract created a professional relationship between Bonenberger and W.B. Homes Entities and Omnia.

261. At the time the Omnia Design Contract was entered into, it was Bonenberger and W.B. Homes Entities and Omnia's ~~intent~~ intentions that the purchasers of the homes in the Development, including, but not limited to, the Plaintiffs, benefit from the design plans and specifications supplied in accordance with the Omnia Design Contract.

262. As the seller and builder of homes in the Development, including the Plaintiffs' Home, Bonenberger and W.B. Homes Entities knew, and intended for, the design plans and specifications supplied pursuant to the Omnia Design Contract to benefit all purchasers of Homes in the Development, including, but not limited to, the Plaintiffs' Home.

263. Similarly, Omnia knew and intended that purchasers of the Homes in the Development benefit from the construction of the homes, which were to be built by Bonenberger and W.B. Homes Entities in accordance with the design plans and specifications supplied by Omnia.

270. Since Omnia held themselves out as an architect, Omnia’s duties, as set forth in 49 Pa. ADC § 9.151(1)-(3), included the duty to “exercise due regard for the safety, life and health of the public or other individual who may be affected by the professional work for which [the Architects are] responsible.”

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [REDACTED]

271. Omnia also had the duty to “perform their work and produce designs that comply with all relevant State and municipal building laws and regulations.” See 49 Pa. ADC § 9.151(1)-(3).

272. In contravention of the applicable standard of care, Omnia’s design plans and specifications were defective and deficient, and did not comply with applicable laws and regulations, as the design plans and specifications related to the stucco systems, flashing, and window installation work performed on the Plaintiffs’ Home, and did not adequately design the Home to protect from water infiltration into the exterior envelope of the Plaintiffs’ Home.

273. Plaintiffs intend to support this allegation with facts developed during the course of discovery, and expert reports to be produced during the course of the litigation.

274. Thus, Omnia breached the standard of care required of professional architects in Pennsylvania.

275. Further, Omnia breached the required standard of care when it held itself out as an architect in Pennsylvania.

276. As a direct and proximate result of the Omnia’s negligent misrepresentations and unlawful design of the Home, the Plaintiffs have suffered damages because:

- a. remediation of the damages to their Home, will cost the Plaintiffs in excess of \$150,000.00;
- b. the value of the Home has diminished, and will continue to diminish;
- c. the Plaintiffs’ abilities to sell their Home, for the same or similar value that they paid, has been and continues to be significantly limited; and
- d. the Plaintiffs have been, and will continue to be, denied the full use and enjoyment of their Home.

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277. Plaintiffs have been damaged in an amount in excess of \$150,000.00, representing the cost to replace and repair the damaged exterior and interior of their Home, remedy defective conditions, and prevent further damage and unsafe conditions.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby **demand** judgment in their favor and against Defendants The Omnia Group, Inc., and Omnia Group Architects LLC, for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

COUNT XIV

NEGLIGENT MISREPRESENTATION UNDER BILT-RITE/RESTATEMENT OF TORTS (SECOND) SECTION 552 PLAINTIFFS

v.

THE OMNIA GROUP, INC., and OMNIA GROUP ARCHITECTS LLC

278. Plaintiffs incorporate the preceding paragraphs as if set forth at length herein.

279. Upon information and belief, Omnia were the architects, and/or held themselves out as the architect and/or designer of the Homes in the Development, including, but not limited to, the Plaintiffs' Home.

280. As defined by the Restatement (Second) of Torts, Section 522, and applied in *Bilt-Rite Contractors, Inc. v. The Architectural Studio*, 581 Pa. 454, 480, 866 A.2d 270, 286 (Pa. 2005), Omnia, as a professional architecture firm, or holding itself out as such, is in the business of supplying information for the guidance of others.

281. Omnia knew, could not have been unaware of, and intended the Plaintiffs to be intended third-party beneficiaries of the Omnia Design Contract between Bonenberger and W.B. Homes Entities and Omnia.

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282. Omnia supplied the design plans, specifications, and other information to the Bonenberger and W.B. Homes Entities pursuant to a transaction in which Omnia had a pecuniary interest.

283. Omnia had a duty to exercise due regard for the safety, life, and health of the intended homeowners, and to perform its work and produce designs in compliance with all relevant laws, regulations, codes, and industry standards.

284. Under *Bilt-Rite*, in supplying design plans, specifications, and other information, Omnia represented that the design plans and specifications were free from deficiencies and defects.

285. In supplying the information, Omnia also represented that the design plans, specifications, and other information were sufficient to permit Bonenberger and W.B. Homes Entities to construct all homes in the Development, including, but not limited to, the Plaintiffs' Home, in accordance with all relevant laws, regulations, codes, and industry standards, and would be habitable and free from water infiltration.

286. Omnia made its representations with respect to the design plans and specifications being correct, complete, and free from defects or deficiencies, with the intent to induce others, including Bonenberger and W.B. Homes Entities and purchasers of the Homes in the Development, including, but not limited to, the Plaintiffs, to act on that information in constructing and/or purchasing the homes within the Development.

287. The Plaintiffs, as the purchasers and residents of a home within the Development, justifiably relied upon Omnia, and were made to believe that their Home were designed by competent architects and were safe, habitable, and free from defects.

288. Thus, the Plaintiffs justifiably relied upon Omnia's representations with respect to the design plans and specifications being correct, complete, and free from defects or deficiencies.

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289. Omnia, as the architects and/or designers of the Plaintiffs' Home, knew, or should have known, that the design plans, specifications, and other information they provided to Bonenberger and W.B. Homes Entities were false, incomplete, deficient, and defective.

290. However, Omnia failed to exercise reasonable care to determine whether their design plans, specifications, and/or other information, were accurate and in accordance with the applicable laws and regulations.

291. Plaintiffs intend to support this allegation with facts developed during the course of discovery, and expert reports to be produced during the course of the litigation.

292. Thus, Omnia is liable to the Plaintiffs for its negligent misrepresentations with respect to the design plans and specifications being correct, complete, and free from defects or deficiencies, pursuant to the Restatement (Second) of Torts, Section 552, and as elucidated in *Bilt-Rite Contractors, Inc. v. The Architectural Studio*.

293. As a direct and proximate result of the Defendants' negligent misrepresentations and unlawful design and construction of the Home, the Plaintiffs have suffered damages because:

- a. remediation of the ~~damages~~ to their Home will cost the Plaintiffs in excess of \$150,000.00;
- b. the value of the Home has diminished, and will ~~continue~~ to diminish;
- c. the Plaintiffs' abilities to sell their Home, for the same or similar value that their paid, has been and continues to be significantly limited; and
- d. the Plaintiffs have been, and will continue to be, denied the full use and enjoyment of their Home.

294. Plaintiffs have been damaged in an amount in excess of \$150,000.00, representing the cost to replace and repair the damaged exterior and interior of their Home, remedy defective conditions, and prevent further damage and unsafe conditions.

WHEREFORE, Plaintiffs, William McGinnis and Rose Marie McGinnis, hereby demand judgment in their favor and against Defendants The Omnia Group, Inc., and Omnia Group Architects LLC, for all compensatory, consequential and incidental damages, in an amount in excess of \$50,000.00, diminution in market value of the Home, and for such relief as the Court may deem proper and necessary.

HORN WILLIAMSON LLC

Dated: August 24, 2018

/s/Kathleen J. Seligman
Jennifer M. Horn, Esquire
Kathleen J. Seligman, Esquire

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VERIFICATION

I, William McGinnis, being duly authorized, have read the foregoing document, and verify that the statements made therein, as they relate to my Home and my legal claims, are true and correct to the best of my knowledge, information and belief. I understand that this Verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities, which may subject me to criminal penalties if I make a false statement which I do not believe to be true.

Date

8/23/2018


William McGinnis

VERIFICATION

I, Rose Marie McGinnis, being duly **authorized**, have read the foregoing document, and verify that the statements made therein, as they relate to my Home and my legal claims, are true and correct to the best of my knowledge, information and belief. I understand that **this** Verification is made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to **authorities**, which may subject me to criminal penalties if I make a false statement which I do not believe to be true.

8.23.2018
Date


Rose Marie McGinnis

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

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Corporations Search Business Entities (corporate/bsr) Search UCC Filings (uccsearch.aspx) Home

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Search entity / Select entity / Order documents

Order Business Documents

Date: 08/04/2018

Business Name History

Name	Name Type
W B HOMES, INC.	Current Name

Business Entity Details

Officers

Name	Entity Number	Entity Type	Status	Citizenship	Entity Creation Date	Effective Date	State Expire	Address
JOHN BRISTMEYER	915708	Business Corporation	Active	Domestic	04/10/1985	04/10/1985	PA	SHANESBURG, BUDN, MULLIN & MAXWELL CORPORATION SERVICE, INC. MONTGOMERY
WILLIAM SCHNEIDERGER								
WILLIAM SCHNEIDERGER								
WILLIAM SCHNEIDERGER								

1 of 1

5/26/2020, 12:07 PM

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<input type="checkbox"/>	11/28/1988	CHARTER OF REGISTERED OFFICE - Domestic 2	1	1	\$3.00	0	\$40.00	8866	310	0
<input type="checkbox"/>	07/11/1990	ARTICLES OF AMENDMENT-BUSINESS 3	2	1	\$3.00	0	\$40.00	9034	1464	1465
<input type="checkbox"/>	01/23/1991	CHARTER OF REGISTERED AGENT - Domestic 4	1	1	\$3.00	0	\$40.00	9104	1633	1633
<input type="checkbox"/>	07/12/2018	Statement of Merger 5	4	1	\$3.00	0	\$40.00			

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☐ All Dates All File Copies 10 Quantity # 1 \$30.00

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Register (Account/Registrar_account)

Search entity / Select entity / Order documents

Order Business Documents

Date: 08/24/2018

Business Name History

Name	Name Type
W. B. HOMES DEVELOPMENT CO., INC.	Current Name

Business Entity Details

Field	Value
Name	W. B. HOMES DEVELOPMENT CO., INC.
Entity Number	084254
Entity Type	Business Corporation
Status	Merged
Citizenship	Domestic
Entity Creation Date	07/12/2018
Effective Date	07/12/2018
State Of Inc	
Address	800 H MAIN ST DO HANNOVER RUSH MULLIN & MAXWELL EOOD LANSDALE PA 18406-0 Montgomery
Name	JOHN BREITMEYER
Title	VICEPRESIDENT
Address	67E 200404 N SUMMITTOWN PKE NORTH WALES PA 18454-2537
Name	WILLIAM KORNBERGER
Title	PRESIDENT
Address	67E 200404 N SUMMITTOWN PKE NORTH WALES PA 18454-2537
Name	WILLIAM KORNBERGER
Title	TREASURER
Address	404 SUMMITTOWN PKE SU NORTH WALES PA 18454-48

Case# 2018-12772-140 Document# 1077202-140 Filed 07/20/20 Page 8 of 10

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<input type="checkbox"/>	06/17/1987	ARTICLES OF INCORPORATION 1	3	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$48.00	6753	259		0
<input type="checkbox"/>	06/08/1992	CHANGE OF REGISTERED AGENT - Domestic 2	1	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$48.00	9268	281	281	
<input type="checkbox"/>	07/12/2018	Statement of Merger 3	4	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

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Date: 06/24/2018

Business Name History

NamePenn GWYN, L.A.

Recent TypeClient Name

Business Entity DetailsOfficers

NamePenn GWYN, L.P.

Entity Number2781248

Entity TypeLimited Partnership

StatusActive

CitizenshipDomestic

Entity Creation Date10/29/1997

Effective Date10/29/1997

State OfficePA

AddressWYANDMUNG, PENN., MULLIN A MAXWELL CORPORATION SERVICE, INC
MONTGOMERY

NameTHORNBURY DEVELOPMENT CORP.

TitleGENPARTNER

AddressPA

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	10/23/1997	Certificate of Limited Partnership	1	1	\$0.00	0	\$0.00	9777	1253	1253																													
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Date: 05/04/2018

Business Name History

Name	Name Type
THORNEY DEVELOPMENT CORP.	Current Name

Business Entity Details

Officers	
Name	THORNEY DEVELOPMENT CORP.
Entity Number	7776008
Entity Type	Business Corporation
Status	Active
Citizenship	Domestic
Entity Creation Date	10/14/1997
Effective Date	10/14/1997
State Of Inc	PA
Address	SHAMBERG, RUM, MULLIN & MAXWELL CORPORATION SERVICE, INC MONTICOPA
Name	WILLIAM J BONGERBERGER
Title	PRESIDENT
Address	404 N BUNNEYTOWN PIKE NORTH WALES PA 19454-2537
Name	WILLIAM J BONGERBERGER
Title	TREASURER
Address	404 BUNNEYTOWN PIKE SU NORTH WALES PA 19454-48

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<input type="checkbox"/>	08/24/2018	Index and Docketing Report	1	1	\$15.00	
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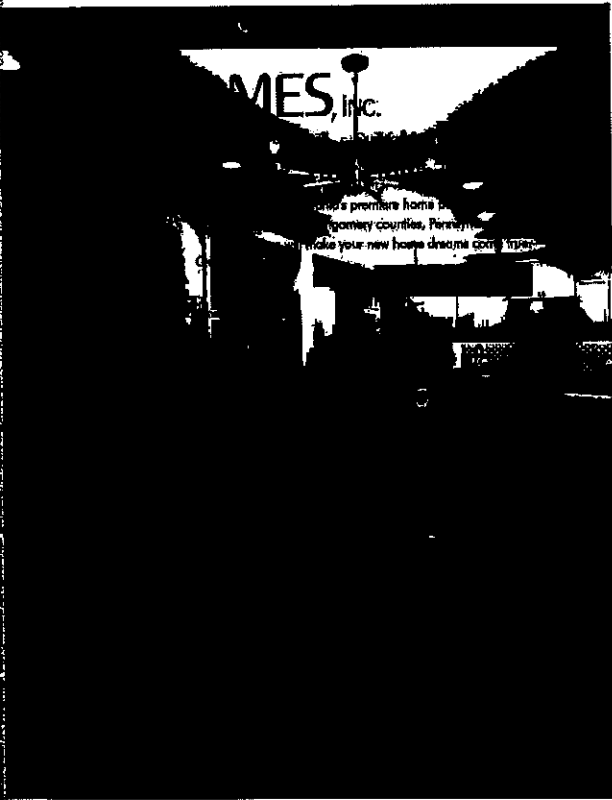
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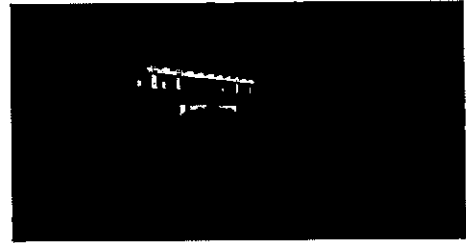
EXHIBIT B

Case# 2018-19272-190, Doctored at Montgomery County, Pa. 05/21/2020, 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



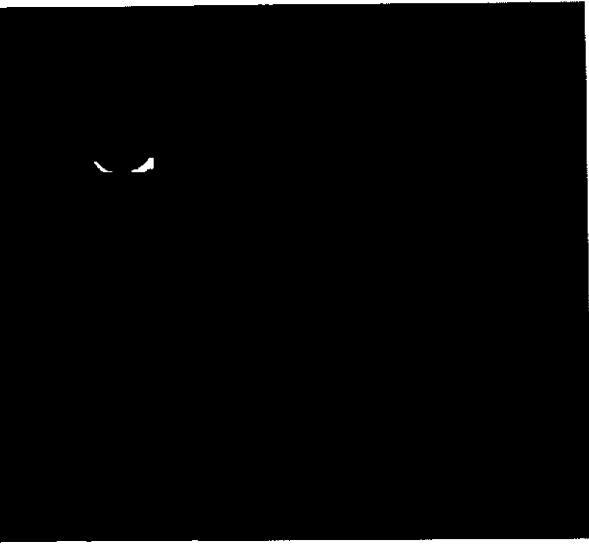
Case# 2018-19272-190, Doctored at Montgomery County, Pa. 05/21/2020, 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Find Your New Home



Case# 2018-19272-100 Generated at: 09/07/2021 04:42 PM, Fee = \$24.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts of the Commonwealth of Pennsylvania are being filed in accordance with the provisions of the Unified Judicial System of Pennsylvania.

Over 1,000,000



We would like to thank you for all that you have done to help us in creating the perfect home for our family. We appreciate your design expertise and the thoughtful way in which you explained each step of the selection process to us. We are thoroughly pleased with all the fixtures, cabinets, and colors you helped us to select.

— David and Diana, Telford

This Year's Most Popular

Case# 2018-19272-100 Generated at: 09/07/2021 04:42 PM, Fee = \$24.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts of the Commonwealth of Pennsylvania are being filed in accordance with the provisions of the Unified Judicial System of Pennsylvania.

This Year's Most Popular
Kitchen Trends

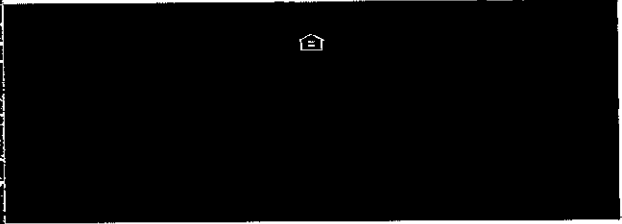
At W.B. Hornes, we know kitchens and we are happy to share a few of our favorites to inspire you in creating your perfect kitchen. Trends are showing the kitchens are "white" hot and feature hidden appliances and a mix of finishes to make quick, casual dining a snap.

[read more](#)

Meet Donna, Your Trusted
New Home Advisor

As a helpful resource, Donna's here for you. She knows all about the neighborhoods in which we build and will help guide you towards making the best decisions about your perfect W.B. home.

[Let's Get Started](#)



[illegible]

EXHIBIT C

Case# 2018-19272-10 Declined at Monaghan/Cassidy Prehearing on 06/24/2018 2:31 PM. Fee = \$0.00. The Meritless that this filing complies with the provisions of the Public Access Policy of the United Judicial Branch of El Salvador.

File: J:\wpfiles\jackie\main.BK
Last revised 01.01.03 by jsh

AGREEMENT OF SALE

AGREEMENT made this 12th day of October, 2003 by and between W. B. HOMES, INC. (hereinafter called "Seller"), whose address is 404 Sunnyside Pike, Suite 200, North Wales, Pennsylvania 19454, and William & Rose Marie McGinnis (hereinafter called "Buyer"), whose address is 2231 Locust Drive Lansdale, PA. 19446 who agrees to buy the following lot and house to be constructed thereon:

Community: **Bethel Ksoll** Buyers phone numbers:
Model: **Newbury Country Manor** (H) **610-584-5259**
Lot Number: **5** (W) _____
Township: **Warcester** (W) _____
County/State: **Montgomery County, PA** (W-FAX) _____
Street Address: **TBD Mulford Way**
Lansdale, PA 19446

WITNESSETH:

1. **PURCHASE/PROPERTY:** Seller, as the Equitable Owner, agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all that certain lot or piece of ground, together with improvements and house to be constructed hereon (hereinafter collectively referred to as the "Premises") known and designated as stated above.
2. **PRICE:** The base price for the Premises is: \$676,590.00
Lot Premium: \$ 25,000.00
Additional Item: Total for Extras - Exh.C #1, \$124,559.25
Additional Item: ~~Builder's Incentive.~~ Discount on Lot Premium \$ 12,500.00
TOTAL: \$814,049.25

which shall be payable as follows:

Cash or plain check at signing this agreement: \$81,405.00
 Add'l Payment: Due on or before _____; \$ _____
 Add'l Payment: Due on or before _____; \$ _____

CASH or CERTIFIED CHECK at settlement: \$732,644.25

TOTAL: \$814,942.25

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents: ☐ Yes ☒ No

- The amount paid at the signing hereof shall be paid directly to the Listing Broker, Coldwell Banker Realty Corp., and shall be placed in an interest bearing escrow account until settlement; interest to be paid to the Buyer. However, any subsequent deposits for options paid hereafter shall be paid to W.B. Hennes, Inc.
3. **MORTGAGE APPLICATION:** This sale and settlement hereunder are not conditional or contingent in any manner upon the sale or settlement of any other real estate not subject to any mortgage or financing except as hereunder provided:
- Term and amount of mortgage loan required by Buyer: 30 years; \$322,100.00
 - Type of mortgage: Conventional interest rate required: 4.04%. HOWEVER, BUYER AGREES TO ACCEPT THE INTEREST RATE AS MAY BE COMMITTED BY THE MORTGAGE LENDER, not to exceed a maximum interest rate of 7.5%.
 - Contingent date for approval of the mortgage: 11/12/2003.
 - Mortgage loan application shall be made by the Buyer, and if said mortgage loan cannot be obtained by the date in Paragraph 3(c), this Agreement shall become NULL and VOID and all deposit monies shall be returned to Buyer on or before date for settlement as provided herein, subject however, to the provisions of paragraph 3 (c) and (f).
 - Buyer shall make a completed application, in writing, for a responsible mortgage lending institution for the aforementioned mortgage loan within ten (10) days of the Seller's approval of this Agreement. Should the Buyer fail to make such completed application within the specified ten (10) days, fail to make any additional payments as specified in Paragraph 3(c) of this Agreement, furnish false or incomplete information to the Seller, the Seller's Agent, or the mortgage lender, constituting Buyer's legal or financial status, fail to complete in the processing of the mortgage loan application which may result in the mortgage loan commitment to be null and void until the date of settlement or before prior to settlement. It shall be at the option of the Seller, within five (5) days thereafter to: (1) declare this agreement NULL and VOID, at which time all money paid on account will be forfeited to Seller, in liquidated damages, or (2) in the absence of written notice to the Buyer, by the Seller, declaring this Agreement NULL and VOID, the condition and contingency herein provided for in Paragraph 3 (c) through (f) shall no longer prevail, and this Agreement shall remain effective according to its terms in the same manner as if the condition and contingency were not a part hereof.

Buyer agrees to timely and expeditiously comply with all terms and conditions of the mortgage contingencies (if any) and subsequent mortgage commitment and such stipulated contingency conditions as may require compliance by Buyer to timely receive said loan.

2. Seller or Agent must receive a written commitment, valid until the date of settlement, for the mortgage loan, on or before the date specified in Paragraph 3 (c). IN THE EVENT THAT BUYER SHOULD RECEIVE A COMMITMENT CONCURRENT ON THE SALE OF ANY OTHER PROPERTY, IT SHALL BE DEEMED A COMMITMENT FOR THE PURPOSES OF THIS AGREEMENT, EVEN IF SAID PROPERTY IS NOT SOLD PRIOR TO THE DATE OF SETTLEMENT CALLED FOR UNDER THE TERMS OF THIS AGREEMENT. If said commitment is not furnished with the terms as specified herein, or on other terms accepted in writing by the Buyer on or before the specified date, Seller shall have the option, at that date, or any other time thereafter during the term of this Agreement until, but not beyond the day of receipt of the written commitment by the Seller or Agent, to declare this Agreement NULL and VOID by written notice to the Buyer of his decision to cancel, at which time all deposit monies paid on account shall be returned to the Buyer.
- Buyer agrees to timely and expeditiously comply with all terms and conditions of the mortgage contingencies (if any) and subsequent mortgage commitment and such stipulated contingency conditions as may require compliance by Buyer to timely receive said loan.
3. It is understood and agreed between parties hereto that the Seller's Agent is authorized to communicate with the lender for the purpose of obtaining the loan approval process; however, the Seller is under no obligation whatsoever to secure a mortgage for Buyer. However, if Buyer is unable to obtain a valid mortgage commitment on their own, both parties agree that Seller and Listing Broker shall have the option to attempt to obtain a mortgage for Buyer from a responsible mortgage lending institution or bank in accordance with the terms in Paragraph 3(a) through 3(f) and Buyer agrees to cooperate fully with Seller through this process.
4. **EXHIBITABLE COUNTER:** Buyer acknowledges that W.B. Hennes, Inc. is the equitable owner of the tract of ground, which is the subject of this Agreement of Sale. Buyer further acknowledges that at settlement, the deed to Buyer will be from the legal owner of the property but that Buyer's dealings and contractual relationships have solely been with Seller, and Buyer agrees to look solely to Seller for performance of this Agreement and agrees to indemnify and hold harmless the legal owner from any claim or cause of action arising out of the consummation of the above contemplated herein.
- If for any reason W.B. Hennes is unable to complete settlement with the legal owner, then Buyer agrees that upon refund of all downpayment money, neither party shall have any further claims against the other, and this Agreement shall be null and void. Seller warrants that Seller has a legal and Binding Agreement of Sale with the legal owner of said property and that the legal owner consents to this Agreement of Sale.

TITLE: Seller, at the time of settlement, shall grant and convey to Buyer by delivery of a special warranty deed, good and marketable title to the Premises and such as will be insured at the rate of \$100,000 by a responsible title insurance company doing business in this area free and clear of all liens, encumbrances, easements and restrictions except the following:

- Easements, servitudes, restrictions, or covenants now of record or apparent from inspection of the Premises.
- Local, national, requirements, rules and regulations of any governmental, and/or quasi-governmental body, or Community Home Owners' Association having jurisdiction.
- Easements of roads, privileges, and rights of public and private utilities.
- Easements with respect to public or private storm sewers or service water courses.
- Agreements & easements with telephone, gas, water, electric, T.V. cable, and other public utility companies.
- Zoning ordinance and any other act, ordinance, or regulations affecting the use of any improvement to said premises.
- Requirement of Transportation Insurance of a highway occupancy permit, if required, to access a public road.

b. The following restrictions, covenants, agreements and conditions, all of which shall survive settlement, at the option of Seller may be set forth and recorded in the deed from Seller to Buyer hereunder or be placed upon the property by separate Document. It is further agreed that inspection of whether or not Seller violates these restrictions in the Deed from Buyer to Seller or by separate Declaration, Buyer will abide by them completely as though they had been reported.

- Buyer shall not, without the prior written consent of Seller, display or permit to be displayed on the Premises any sign, including but not limited to, a real estate for sale sign, poster, display, billboard, or other advertising device, for a period of two (2) years from the date of settlement, or when last posted in substitution thereof, whichever shall occur last.
- In the event of any violation by Buyer of the covenants, restrictions, conditions, and agreements set forth in above subparagraphs 13, (b), (1 through 7), inclusive, either prior to or following settlement, the Seller is hereby irrevocably authorized

and employed by Buyer to enter upon the Premises and with or without process of law to enforce, terminate any such violation. Buyer shall be responsible for any and all damage suffered by the Seller as a result thereof and the Seller, in addition to any and all other remedies available to it, shall have the right to obtain an injunction restraining such activity or violation.

- AGENTS OF SELLER:** IT IS UNDERSTOOD THAT THE LISTING BROKER, COLDWELL BANKER REALTY CORP. ASSOCIATES AND/OR ANY OF ITS DESIGNATED AGENTS WORKING WITH SELLER ARE THE AGENTS OF THE SELLER ONLY AND WILL IN NO CASE BE LIABLE TO EITHER PARTY FOR THE PERFORMANCE OF ANY OF THE TERMS OR COVENANTS OF THIS AGREEMENT OR FOR DAMAGES FOR NON-PERFORMANCE THEREOF. FURTHER, NO AGENT OF SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATIONS, COVENANTS, AGREEMENTS, OR THE LIKE WITH RESPECT TO THE PREMISES. WHEN THE LISTING BROKER AND SELLING BROKER ARE THE SAME, THE BROKER IS A DUAL AGENT, WHICH APPLIES TO ALL LICENSEES UNLESS THERE ARE DESIGNATED SELLER AND DESIGNATED BUYER AGENTS. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN PARTIES, AND IT MAY BE CHANGED ONLY BY A WRITING SIGNED BY ALL PARTIES HERETO. THE LEGISLATURE HAS ESTABLISHED A REAL ESTATE RECOVERY FUND. THE PURPOSE OF THIS FUND IS TO COMPENSATE PERSONS WHO OBTAIN A JUDGMENT IN A COMPETENT COURT OF LAW BECAUSE OF FRAUD, MISREPRESENTATION OR DECEIT OF ANY AGENT. FOR FURTHER INFORMATION, CALL (717)778-3632.

- AUTHORIZATION TO OBTAIN TITLE INSURANCE:** Buyer hereby authorizes Seller to obtain, on behalf of Buyer, title insurance from North Penn Abstract Title Insurance Company, provided Seller has not been notified by Buyer, in writing, within ten (10) days of the date of this Agreement, of his election to obtain this authorization. In addition, Seller's sales agent may perform services for Buyer in conjunction with financing, insurance and document preparation. Buyer further authorizes Seller's sales agent to prepare documents and obtain conveyancing services for settlement.

- POSSESSION:** Possession of the premises shall be delivered by Seller to Buyer at Settlement hereunder by delivery of said special warranty deed and key. The terms of the Limited Warranty of the Seller shall survive Settlement.

Because of dangers involved in construction areas, Buyer agrees not to enter upon the premises or into any portion of the dwelling to be constructed thirteen or at any time to interfere in any manner with construction upon the premises unless and until accompanied by a representative of the Seller. Buyer shall, in advance, contact Seller or

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- Seller's representative at Seller's office or such location or location as Seller may designate in order to arrange any inspection of the premises or the dwelling in by constructed during normal business hours (Monday through Friday, 9:30 a.m. to 4:00 p.m. and excluding holidays). Seller shall not be responsible for any physical injury or damage to property caused by any unauthorized entry by Buyer; and Buyer hereby releases Seller and Seller's agent, employees, or workmen of and holds Seller and Seller's agent, employees and workmen harmless from any and all liability or claims arising out of any unauthorized entry.
9. **WAIVER:** Formal tender of Deed and tender of monies are hereby waived.
10. **SETTLEMENT:** Settlement hereunder shall be held on a date which is not (10) days after the Seller shall supply Buyer with a notice of Settlement. However, at the time of settlement, the house and premises shall have been substantially completed. In no event shall settlement be held unless Seller can provide at settlement a "Use & Occupancy Permit" from the municipality. Settlement shall be held at either (a) the office of Colwell Walker Realty Corp., or (b) the office of the Seller, during normal business hours. Time is of the essence in this agreement and of the performance of each and every term and condition hereof.
- In an effort to assist Buyer in finalizing these plans, it is anticipated that the settlement date will be 90 days. However, Seller reserves the right to delay commencement and/or completion of construction until Buyer has rendered a valid building commitment in accordance with Paragraph 11. Additionally, if commencement of construction, completion and/or settlement are delayed due to independent weather, strikes, delays in issuance of permits, unavailability of labor or materials for any reason beyond Seller's control, such delays and settlement hereunder shall be subsequently extended accordingly.
11. **SETTLEMENT COSTS/TAXES:** The Seller, at Seller's expense, shall prepare the special warranty deed to the Premises. Seller and Buyer shall each pay one-half (1/2) of any state or local realty transfer taxes. Buyer shall pay all the insurance charges, hazard insurance, servicing charges, and charges in connection with Buyer's mortgage. If any. Real estate taxes, water and sewer rents, and any other periodic government or municipal charges affecting the premises shall be apportioned between the Buyer and Seller as of the date of Settlement.
12. **RISK OF LOSS:** The risk of loss or damage to the house and to any personal property and fixtures being sold hereunder, whether by fire, water damage, or any other cause whatsoever, shall be on the Seller from the date hereof to the date of Settlement. In the event of fire or other casualty, settlement will be postponed until Seller is able to restore or rebuild the house.
13. **DEFAULT BY SELLER:** If Seller shall default hereunder, Buyer shall have the option of (a) being repaid the amount heretofore paid by Buyer on account of the purchase price and of being reimbursed for reasonable title insurance company charges

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- and reasonable mortgage application fees heretofore incurred, in which event this Agreement shall terminate and neither of the parties shall have any further right or obligations hereunder, provided, however, that if such default shall occur solely of Seller being unable to deliver to Buyer the deed to the premises as set forth in Paragraph 4 hereof, Buyer shall have the option of taking such title the Seller can give without abatement of price, or (b) a suit for specific performance.
14. **DEFAULT BY BUYER:** Should Buyer violate or fail to fulfill any of the terms and conditions of this Agreement, all amounts heretofore paid by Buyer on account shall be retained by Seller (a) on account of the purchase price with a balance being returned through a suit for specific performance, or (b) as liquidated damages for such breach, or (c) as partial damages in the event Seller should elect to resell the property and claim against Buyer the amount of damages which Seller has incurred as a result of Buyer's breach. Seller shall have the option to elect any of the above remedies.
15. **BUYER'S SELECTION OF OPTIONS:** Seller will offer to Buyer a specific list of changes or additions (Options) to the Plans. Buyer may request such options only by submitting to Seller, on Seller's form, (Exhibit "C") a written authorization of Buyer for such options. Seller promises to convey as part of the dwelling, such extras as shall be scheduled and agreed upon by the parties hereto as shown on Exhibit "C", which is attached hereto and made a part hereof. Except for the inclusion of the enumerated extras as fully set forth, no changes in construction or in completion required by Buyer will be made unless authorized, in writing, by Buyer at a cost agreed upon and approved by Seller in writing. In the event Buyer desires to select any additional extras or to make any other changes after the Agreement of Sale and Original Extra Agreement (Exhibit "C" #1) have been signed by both parties, they may do so under the following conditions:
- Buyer will immediately pay to Seller up to 50% of the cost of such changes or extras with the balance of the extras due at settlement. In the event that the Seller does not obtain said monies, the extras or changes will not become part of the Agreement.
 - In the event that settlement is not held under the terms of this Agreement for any reason other than default by Seller, any monies paid to Seller for extras ordered shall in no instance be refunded.
 - Seller's responsibility for inclusion of any option purchased after the Agreement of Sale and the first "Extra Agreement" (Ex. C #1) have been signed shall be limited to the cost paid by Buyer therefor, and any such selection shall not invalidate the Agreement.
16. **COLOR SELECTIONS:** Buyer shall select all the necessary color selections within ten (10) days of notice from Seller advising Buyer to do so. In the absence of such selection by Buyer, within the aforementioned time period, Seller is hereby irrevocably

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authorized to proceed with the installation of material of a color and design selected by Seller.

17. **VEGETATION EXISTING PRIOR TO CONSTRUCTION/WOODED AREAS:** Seller will attempt to preserve as many of the existing trees or shrubs as reasonably possible during the construction of the improvements and house on the premises. It is expressly agreed, however, that Seller does not guarantee or warrant the survival of any of the trees or shrubs existing on the premises prior to the said construction. Any existing trees or shrubs on Buyer's lot that may die after settlement are the sole responsibility of Buyer. The Seller shall be responsible to grade and seed the disturbed areas of the lot only. As to the quality or quantity of growth of grass, it is Buyer's sole responsibility to water, fertilize and seed as necessary.

Any soil washes from site of building snow or hurricane due to droughts after settlement are the sole responsibility of the Buyer, unless caused by landscape grading.

18. **SELLER'S SUBDIVISION PLAN:** Buyer acknowledges that Buyer has reviewed the final subdivision plan as approved by the Township. Seller reserves the right to make minor adjustments and modifications to accommodate site conditions subject to the request of Government authorities.
19. **PROPERTY CORNER:** Buyer agrees to reimburse Seller \$250 at settlement for having a registered surveyor install iron pins at all property corners.
20. **DELAYS IN CONSTRUCTION:** In the event that completion of construction of the premises is delayed due to inclement weather, strikes, government regulations, delays in obtaining or issuance of permits or mortgage commitments or approvals or inspection or any act of God, storm, wind, or fire damage delays by reason of liability or failure of Seller's subcontractors to perform despite Seller's best efforts at efficient performance, or for any other reason which is beyond the control of the Seller, Seller may extend the date of Settlement until such time as completion of the house may require or the Buyer may elect to complete Settlement and take possession of the premises in which case all monies due under this Agreement, together with cash due for options or other shall be paid in full by the Buyer at Settlement, provided Seller shall furnish Buyer with a letter guaranteeing completion of any improvements within a reasonable time as weather conditions and availability of materials permit. Seller is not responsible for and is hereby released from any loss, liability, expense, costs or incidental or consequential damages which may result by reason of delay.
21. **DELAYS IN COMPLETION OF EXTERIOR ITEMS:** Buyer hereby acknowledges that due to inclement weather, grading and seeding, exterior painting, exterior stone-work, exterior concrete walkways/patios, and driveway top coat may not be complete at the time of Settlement. Buyer acknowledges and agrees that no monies or funds shall be placed in an escrow account or withheld from the Seller at the time of Settlement to compensate for such incomplete items. However, upon request by Buyer, Seller shall

furnish Buyer a letter of settlement guaranteeing completion of any incomplete work within a reasonable amount of time.

22. **OUTSIDE CONTRACTORS:** It is hereby understood by the Buyer that the Seller may from time to time during the construction of the house employ outside contractors and/or suppliers. Said outside contractors and suppliers are directly employed by the Seller. It is further acknowledged and agreed by the Buyer that said subcontractors have taken place, the Buyer will not employ any outside contractors or suppliers to work on the premises.
23. **LIMITED WARRANTY:** Seller agrees to provide to Buyer at settlement a five (5) year limited warranty. For the purpose of this Agreement the five (5) year limited warranty shall be referred to as Exhibit "A". BUYER ACKNOWLEDGES THAT HE HAS REVIEWED SAID "LIMITED WARRANTY", A COPY OF WHICH IS AVAILABLE AT SELLER'S OFFICE AND AT BUYER'S OFFICE (404 SUMMITTOWN PIKE, WORTH WALKER, PA). BUYER ACKNOWLEDGES AND AGREES THAT SAID "LIMITED WARRANTY" (EXHIBIT "A") SHALL BE THE SOLE AND EXCLUSIVE WARRANTY CONCERNING THE CONSTRUCTION OF THE SUBJECT HOUSE AND PREMISES, AND ALL OF THE RIGHTS, REMEDIES AND OBLIGATIONS WITH RESPECT TO ANY WARRANTY CONCERNING SAID CONSTRUCTION SHALL BE AS SET FORTH IN EXHIBIT "A". NO IMPLIED WARRANTY (WHETHER OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE) IS GIVEN ON PORTIONS OF THE PREMISES OTHER THAN CONSUMER PRODUCTS. THE MAXIMUM LIABILITY OF SELLER UNDER THIS WARRANTY SHALL BE THE REPLACEMENT COST OF THE DEFECTIVE PORTION OF THE UNIT. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURIES ARISING FROM ANY BREACH OF THIS WARRANTY.
24. **MOULD:** Mold is found in both the indoor and outdoor environment, including houses. Mold growth is highly dependent on the presence of moisture. When a mold spore comes into contact with a wet or damp surface indoors, the mold begins to grow. Mold spores will not grow unless there is moisture present in your home. Therefore, as a homeowner, whether or not you experience mold growth depends to a large extent on how you manage and maintain your home, and whether there is a source of moisture present in your home. As a homeowner, our responsibility as Seller is limited to things that we can control, and which are provided for in our "LIMITED WARRANTY". By executing this Agreement of this you as Buyer agree that as a homeowner you as Seller are not responsible for any damages caused by mold, including but not limited to, property damage, personal injury, loss of income, emotional distress, loss of use, loss of value, adverse health effects, or any other effects.

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25. **RADON:** Seller has installed a Radon Suck from the underside of the basement ceiling up into the unfinished attic area. This radon suck does not guarantee that radon gas will not be present in the attic. It does, however, provide a safe and cost effective way for Buyer to mitigate any radon gas that may be present.
- Seller has elected to Buyer as an optional extra system to ventilate any radon gas that may be present after the construction of the dwelling contemplated herein. ("Radon Mitigation System" as listed and described in Seller's Option Manual) Buyer has elected not to select this option and Buyer acknowledges this any testing or collection of radon gas after completion of the dwelling will be Buyer's sole responsibility and the provision for ventilation, therefore, shall be at Buyer's sole cost without any liability on the part of the Seller.
26. **NOTICE OF INSULATION:** Insulation and R-Values in the house are indicated on Exhibit "B" attached hereto.
27. **ACT 222:** Seller warrants to Buyer that the house referred to in this agreement shall be constructed in accordance with the provisions of the Act of December 15, 1980, No. 222, known as the "Building Energy Conservation Act". This law provides building standards to make your home energy efficient.
28. **CONSTRUCTION OF THE HOUSE:** The house shall be completed substantially similar to the sample house which is depicted at the model home indicated shall be in accordance with the "Standard Features" list attached hereto and made a part hereof, except to the extent, if any, modified by an Exhibit "C", which has been executed by the parties and which is attached hereto and made a part hereof. It is expressly understood and agreed that any options, landscaping, soil, septic, security systems, optional lighting, furnishings, wallpaper, upgraded floor coverings or built fixtures, or other decorative features or items not shown, as shown in or about any model home, are for display purposes only and are not considered a standard part of the premises being sold under this Agreement of Sale unless specifically listed on Seller's option order form (Exhibit "C").
- If the house to be constructed herein is not similar to the sample house or if no sample house exists, same will be constructed substantially similar to the floor plans and elevations shown on the sales brochure for the applicable model and shall also be in accordance with the "Standard Features" list, both of which are attached hereto and made a part hereof, except to the extent, if any, modified by an Exhibit "C" which has been executed by the parties and which is attached hereto and made a part hereof.
- Prior to commencement of construction, Seller shall present Buyer with a set of "working drawings" of the house, with the applicable options which Buyer has purchased shown on the working drawings. (This does not apply to homes needed prior to being purchased by Buyer). Upon Buyer's review and sign-off on the architectural working drawings, these working drawings shall become part of this

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Agreement of Sale by reference. If there are any discrepancies between "Brochure Floor/Finish Features" and the Architectural Working Drawings, the Architectural Working Drawings shall prevail.

SELLER HAS THE RIGHT, AT SELLER'S SOLE DISCRETION, TO MAKE SUBSTITUTIONS OF MATERIAL OF SUBSTANTIALLY EQUAL OR BETTER QUALITY WHENEVER SELLER SHALL FIND IT NECESSARY OR EXPEDIENT TO DO SO, AND SELLER SHALL HAVE THE RIGHT TO MAKE ANY CHANGE OR CHANGES IN THE CONSTRUCTION OF THE SAID PREMISES THAT SELLER MAY FIND NECESSARY IN THE COURSE OF CONSTRUCTION OR WHICH ARE REQUIRED BY GOVERNMENT REGULATION.

Buyer hereby acknowledges that the house which he has selected will be constructed as a left hand house (i.e., a house having a front elevation with the garage to the left when looking at house from the front).

29. **BUYER INSPECTION OF PREMISES:** The Buyer is purchasing the premises upon the basis of the Buyer's own investigation and without regard to any representations, statements, or the like made by the Seller or any agent or representative of Seller, except as specifically set forth in this Agreement of Sale.
30. **APPROVAL OF OFFER:** This Agreement of Sale is not valid and is not binding upon Seller unless and until this Agreement of Sale is executed by an authorized representative of the Seller.
31. **GOVERNING LAW:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall inure to the benefit of and bind Seller and Buyer and their respective heirs, executors, administrators, successors and assigns, provided that neither this Agreement nor any interest therein shall be assignable in whole or in part by Buyer, except with the prior written consent of Seller.
32. **NOTICES:** Notices hereunder shall be given registered or certified mail, postpaid, return receipt requested, addressed to Seller at the address on page one hereof and if to Buyer at the address on page one hereof.
33. **RECORDING:** This Agreement shall not be recorded.
34. **HEADINGS:** The headings in this Agreement are for convenience of reference only and shall not affect the construction hereof.
35. **NO REPRESENTATIONS:** This Agreement contains the whole Agreement between the Seller and Buyer and there are not other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise of any kind whatsoever, except such additions, which may be attached to this Agreement.

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36. **ZONING:** The zoning classification of the property being sold is R-173. This statement is required to be made by law; otherwise, the Agreement of Sale would be rendered void and the deposits submitted by Buyer would be returned to Buyer without the requirement of court action. Additionally, access to a public road may require issuance of a highway occupancy permit from the Dept. of Transportation. Seller has arranged all necessary highway occupancy permits.
37. **ARBITRATION:** Any and all claims, disputes and controversies by or between the Homeowner, and the Builder arising from or related to the previously referenced "LIMITED WARRANTY", to the subject Home, to any defect in or to the subject Home or the real property on which the subject Home is situated, or the sale of the subject Home by the Builder, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or concealment in the Subcontract, violation or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealing, shall be submitted to arbitration by and pursuant to the rules of Construction Arbitration Services, Inc. (hereinafter "CAS") in effect at the time of this request for arbitration, or by such other arbitration service as both parties shall mutually agree to; and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration.

This arbitration agreement shall issue to the benefit of, and be enforceable by, the Builder's subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom the Homeowner deems to be responsible for any defect in or to the subject Home or the real property on which the subject Home is situated. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration agreement, and the arbitrator shall have sole authority to award such fees and costs. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction.

This arbitration agreement shall be deemed to be a self-enforcing arbitration agreement. Any dispute concerning the interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver, estoppel or laches, shall be decided by the arbitrator.

The initiation of or participation by any party in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement.

Any party who shall commence a judicial proceeding concerning a dispute, which is arbitrable hereunder, shall also be deemed to be a party requesting arbitration within the meaning of this arbitration agreement.

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The arbitrator's compensation fee shall be borne equally between the Homeowner and the Builder. The arbitrator's compensation fee shall be borne equally by the arbitrating parties for single-arbitrator arbitrations. Additional fees may be assessed in accordance with the arbitrator's rules and fees.

No arbitration proceeding shall involve more than one (1) single-family attached or detached dwelling.

If any provision of this arbitration agreement shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be separable therefrom and enforceable according to their terms.

38. **RESIDENTIAL DISCLOSURE STATEMENT:** Seller agreed to provide Buyer with information regarding the property to be sold. This information is intended to benefit the BUYER by clearly defining the nature of the property, inclusive of any restrictions or conditions that may affect the suitability, salability, resale current or future value. BUYER acknowledges that (a) Seller has provided Buyer with a "RESIDENTIAL DISCLOSURE STATEMENT", (a copy of which is attached hereto and made a part of this Agreement); (b) that Seller has reviewed the document and pertinent back-up information with Buyer; and (c) that Buyer has executed the "RESIDENTIAL DISCLOSURE STATEMENT" prior to executing this Agreement of Sale.

This Agreement may be executed in any number of counterparts, each of which will be deemed "an original".

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals, the day and year first above written.

BUYER	<u>[Signature]</u>	DATE	<u>10/12/20</u>
BUYER	<u>[Signature]</u>	DATE	<u>10/12/2020</u>
WITNESS		DATE	
SELLER	<u>[Signature]</u>	DATE	<u>10/14/20</u>
SELLER		DATE	
WITNESS		DATE	

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RESIDENTIAL DISCLOSURE STATEMENT

SUB-DIVISION: BRIDGEVIEW

LOT #8

BUYER: KATHERINE & Samir Malik

**THIS DOCUMENT IS FOR YOUR PROTECTION.
READ IT CAREFULLY BEFORE SIGNING.**

SELLER desires to provide BUYER with information regarding the property to be sold. This information is intended to benefit the BUYER by clearly defining the nature of the property, inclusive of any restrictions or conditions that may affect its desirability, suitability, and/or current or future value. It is your obligation to evaluate the information and to consider its implications relative to your situation. The importance of understanding the material presented to you cannot be overemphasized.

If you have any questions, you are advised that the SELLER or the SELLER'S agent(s) may not be qualified to render explanations or interpretations of the information supplied to be disclosed. You are advised to seek the assistance of an unbiased professional prior to signing the Agreement of Sale.

The SELLER will make available the current information, required by this document, in effect as of the date of the subdivision or land development approval, and to thereafter update the required disclosures so that at all times the information is made available, the information is current.

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RESIDENTIAL DISCLOSURE STATEMENT

From initial visit to each of the following to verify that information about each of the following was presented and explained with regard to your property.

(1) Public or private common areas, such as parklands, club houses, open space, walking paths, etc. and the access to these areas. There are no parklands, club streets, open space, walking paths, etc.

(2) All lot lines within the development. All lot lines within the development are clearly shown on the Subdivision Plan, page 1 of 14 of the Engineering Plans. The Plans also provide the actual size of each lot.

(3) Membership in a common ownership regime, such as a Homeowners or Condominium Association, if applicable. A copy of the "Public Offering Statement", "Declaration" and/or "By-Laws" have been provided. There is no Community Association, "Homeowners' Association", or "Condominium Association" for this community.

(4) Current zoning of the lot. All uses presently permitted within the development by the zoning ordinance, including accessory uses, and all deed restrictions, and other restrictions, which affect the development of the lot. Buyer is aware that the current zoning regulations are subject to change.

a) Current zoning of this community is R-125 and R-100. (As advised, only a small portion of this property is situated within the R-100 zoning district. All lots in the R-100 zoning district are located within the R-125 zoning district. Therefore, they have been assigned to the specifications of the R-125 zoning district. All uses, accessory and primary must be in accordance with the R-125 zoning district.

b) Please refer to Section 1808-34 through Section 1809-41, pages 1808 through 1809 of the zoning ordinance for permitted uses (copies attached).

c) Please refer to Section 1809-27, pages 1809 through 1810 for information on accessory uses (copies attached).

d) Please refer to the Declaration of Covenants, Conditions and Restrictions for additional restrictions that may be placed on each lot. (copy attached)

(5) The location of all easements of record through the development, describing the uses, and the corners of the easements such as, but not

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limited for sanitary sewer, storm water, domestic water, gas, electric, telephone, cable or any other utility.

- * a.) All permanent Easements (exclusive of electric /telephone and cable) are clearly shown on Page 1 of 14 of the Engineering Plans. The permanent Easements include:
1. Drainage Easements - Lot #6, Lot #8, Lot #1 and Lot #9.
 2. Storm Drainage Easement (Basin) Lot #9.
 3. Sign Easement Lot #1.
- b.) Additionally, although not shown on plans, the Electric, Gas (if applicable) and Cable T.V. providers are granted permanent Easements to provide service to each lot.

(8) All current dimensional requirements for the primary use on each lot, such as setback requirements, building coverage, impervious coverage, and height limitations.

- * a.) Please refer to "Zoning Data" as shown on page 1 of 14 of the full Engineering Plans.
- b.) Maximum allowable building coverage is 15%.
 - c.) Maximum allowable impervious coverage is 10%.
 - d.) Maximum allowable height is 35'-0".

(9) All current dimensional requirements for all accessory uses (deck, porch, shed, etc.) such as setback requirements, and height limitations.

- * a.) Please refer to Section #150-21, pages 15131 through 15139 of the Zoning Ordinance for all dimensional requirements on the above. (copies attached)

(B) The location of all areas which are classified as wetlands, Waters of the Commonwealth, Waters of the United States, floodplains, or other resources conservation areas by current law. The use and development of these areas may be severely restricted. The BUYER understands substantial penalties exist for violations of these restrictions;

- * a.) All regulated Conservation Areas are clearly indicated on the "Existing Features Plan", page(s) 2 of 14 of the Final Engineering Plans. There are no Wetlands, or Waters of the United States on any lots. There are areas of "Waters of the Commonwealth" present on the following lots:

1. #6
2. #7
3. #8
4. #9

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(9) The location within the development and on each lot of flood plain area.

There are no Flood Plains on the Bethel Knoll subdivision.

(10) The location of all storm water management facilities, including detention/retention basins, storm water management systems, defined swales, and the ownership and maintenance responsibility for each.

* Please refer to the "Site Improvement Plan", page 3 of 14 of the full Engineering Plans. These pages clearly show the location of all storm inlets, detention basins, defined swales, and other storm water management apparatuses, the grading of each lot, and the path of storm water runoff.

- * All storm sewer and apparatuses within R.O.W. of Blackfield Court are to be dedicated to the municipality and will be owned and maintained by Westmore Township.
- * All storm sewer and apparatuses located on an individual lot will be owned and maintained by lot owner.
- * The detention basins will be owned and maintained by the owner of Lot #6.

(11) The zoning of the development and abutting properties as shown in the municipality's most recent Zoning Map.

* The properties on the eastern side of the Bethel Knoll subdivision are zoned R-100. Refer to Section 150-04 through 150-10, pages 15004 through 15010 for permitted uses within this district. The adjacent properties to the south and southeast are zoned within the R-120 Zoning District. The permitted uses within this Zoning District are specified in Section 150-24 through 150-41, pages 15024 through 15041 (attached).

(12) Proposed new road right-of-way, temporary right-of-way, etc. within or adjacent to the development, shown on the official map of the municipality, if any exists.

* The only new road Right-of-Way within or adjacent to this development is the new road Right-of-Way of Blackfield Court. This R.O.W. will be dedicated to Westmore Township.

(13) Buyer is aware that sewage and water facilities for this community will be provided as follows:

- a.) Sewer: By the Upper Merion Township Authority.
- b.) Water: By North Penn Water Authority.

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- ✓RM (14) The Buyer is aware that all lots that are serviced by gravity flow public sewer.
- ✓RM (15) Buyer is aware of any proposed fences to be installed within the community.
*There are not any fences proposed to be installed within this community by the Developer.
- ✓RM (16) Buyer is aware of the "Declaration of Covenants, Easements and Restrictions" that will be placed by Developer on each lot within this community. This document contains certain restrictions on the use of each lot. (copy attached)
- ✓RM (17) Buyer of Lot #1 is aware that Developer will be constructing and installing entrance signage and landscaping announcing the name of the Development on the front corner of lot #1. The lot owner shall be responsible for the permanent maintenance of this sign and landscaping as more fully described in the "Declaration of Easement" (copy attached).
- ✓RM (18) The BUYER is aware of all lots that are serviced by a "Common Driveway" and the ownership and maintenance responsibilities associated with the Common Driveway.
There are no lots in the Bethel Knoll subdivision that have a common driveway.
- ✓RM (19) The BUYER has seen and reviewed any known environmental surveys, studies or reports done on the property.
* Attached, for your review, is a copy of the Phase I Environmental Assessment as prepared by Boucher & James, Inc., dated April 10, 2002.
- ✓RM (20) BUYER is aware and acknowledges that upon completion of the Community, Owner will offer the following road rights-of-way for dedication to the following entity:
Road Right-of-Way Entity Dedicated to
1. Any road frontage along PennDOT
Bethel Road
2. Mainfield Court Worcester Township
- Upon the Township and/or PennDOT accepting these road Rights-of-Way they will then be responsible for all the maintenance of the roads, storm sewer, etc., (including snow plowing) within these road Rights-of-Way. In addition, the following utilities will also be dedicated to the appropriate authority:
a.) Public Water: Dedicated to North Penn Water Authority

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b.) **Public Sewer:** Dedicated to Upper Gwynedd Townshipsin Sewer Authority.

I/We, the undersigned, acknowledge that I/We have had the opportunity to review the complete set of Subdivision and/or Land Development Engineering Plans and related material submitted in this document from the seller and understand and agree to the conditions imposed therein with regard to my/our property. I/We also understand that signing this Disclosure Statement does not release me/us from meeting requirements of any of the Codes of the municipality.

Witnessed by: John D. L. Kaci, Esq.
Notary Public
Date: 10/1/02

Date

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Rev. 08.11.08

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EXHIBIT "B" INSULATION AND "R" VALUES

PROJECT: Bethel Knoll
SELLER: W.B. HOMES, INC.
LOT#: 5
BUYER: William R. & Marie M. McClure

Seller represents that as a minimum, insulation will be installed as follows: exterior walls in heated areas will be insulated with fiberglass batts having a thickness of 3 1/2" which, according to the manufacturer, will yield an R-Value of 13. The total wall system will yield an R-Value of 16, including the value of siding, insulation, sheathing, and the interior wall. Ceilings in heated areas that adjoin unheated areas will be insulated to yield of R-Value of 30.

BUYER: William R. & Marie M. McClure DATE: 10/12/63
BUYER: L. W. & M. J. Jones DATE: 10/14/63
BUYER: John A. & Mary E. Jones DATE: 10/14/63
BUYER: _____ DATE: _____

John A. & Mary E. Jones



"Enjoy the Difference"
W. B. Homes, Inc. Builders Since 1918

QUALITY CONSTRUCTION DETAILS OF W.B. HOMES

- Three (3) inch heavy gauge structural steel joists with floor (2) inch concrete for heavy gauge floor joists.
- 9" x 9" floor joists with 4" x 4" high wall studs.
- 10" thick minimum-thickness poured concrete basement with regular slump pouring.
- Steel floor joist construction in basement.
- 1/2" thick and 1/2" wide plywood subflooring placed and nailed.
- Floating basement slab construction with heavy joists, 1/2" x 1/2" x 8" floor joists under basement slab.
- Concrete "strong" reinforcement structural slabs with a 22 year warranty.
- "Vapor Seal" vapor retarding system.
- 200 AMP electric service with direct lineable panel in basement.
- U.S. Approved electric wiring system (per NEC) on each floor plus one (1) in each bedroom.
- Three (3) exterior electrical outlets and (1) on each floor.
- Two (2) outside electrical outlets, one (1) front and one (1) rear.
- Electric door chimes at front door.
- Pre-wiring for six (6) telephones and six (6) cable T.V. outlets.
- Elongated toilets throughout.
- Two (2) exterior hose bibs, one (1) on each side of home.
- Laundry facilities equipped with washer/dryer hookups, dryer vent, laundry tub, and floor drains.
- Dramatic and spacious "open ceiling" are standard in Family Room and Dining Room.
- Wood burning fireplace in family room with glass doors, stone chimney, and (3) glass double doors with dark maple, birch and Mt. Vernon wood paneling.
- Front and secondary entrances.
- Dramatic new (2) heavy duty doors with 1/2" polystyrene foam insulation.
- Custom built floor cabinets with solid oak tops, granite, marble and solid granite, polished aluminum.
- Traditional custom W.B. Homes millwork including:
 - Refined panel workover below stair well in dining room for dark "Antique White" look.
 - Chestnut 1" lapboard on floor (2) x 4" lapboard on second floor and 4" shagging throughout with selected first floor carpeting (selected with room and plant choice).
 - House "Accent Floor" Lower style interior door frames.
 - "Crown" - raised one (2) panels with top and bottom decorative flutes.
 - Distinctive brass escrow plates on selected interior doors.
- Three (3) piece dark rail molding in dining room and selected entry ceiling above white door and crown molding.
- Solid three (3) piece crown molding in foyer, second floor hallway, and living room.
- Shagging millwork throughout including selected wood paneling in foyer.
- Refined drywall finish throughout.
- Vinyl covered wall-to-wall carpeting in dining room.
- Quality wall-to-wall carpeting in an array of colors with "Antique White" patterned with "You're Worth It" pattern.

- DISCOVER INTERIORS FOR GRACIOUS LIVING
Two story specials, approximately 1400 sq. ft.
• Four (4) bedrooms, three (3) full baths (in most models) and powder room and powder room and up.
• 9" thick minimum-thickness poured concrete basement with regular slump pouring.
• U.S. Approved electric wiring system (per NEC) on each floor plus one (1) in each bedroom.

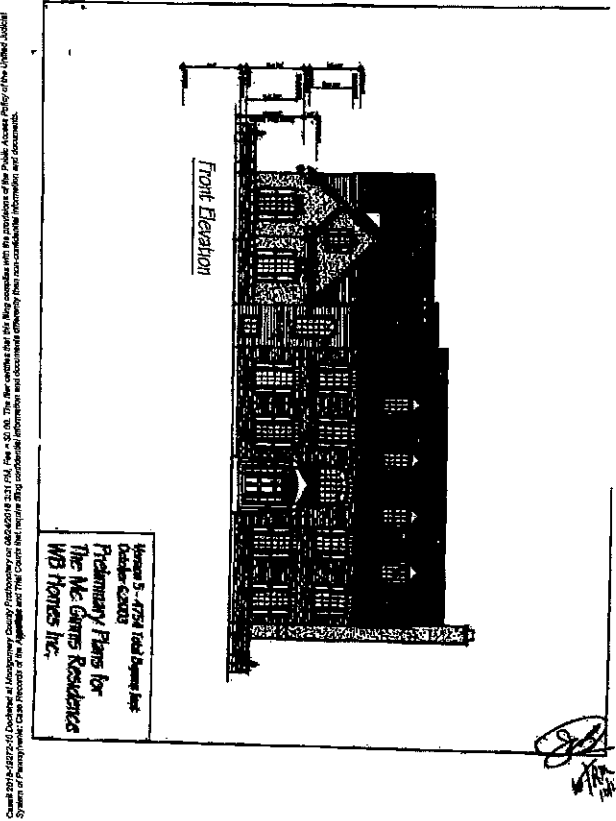
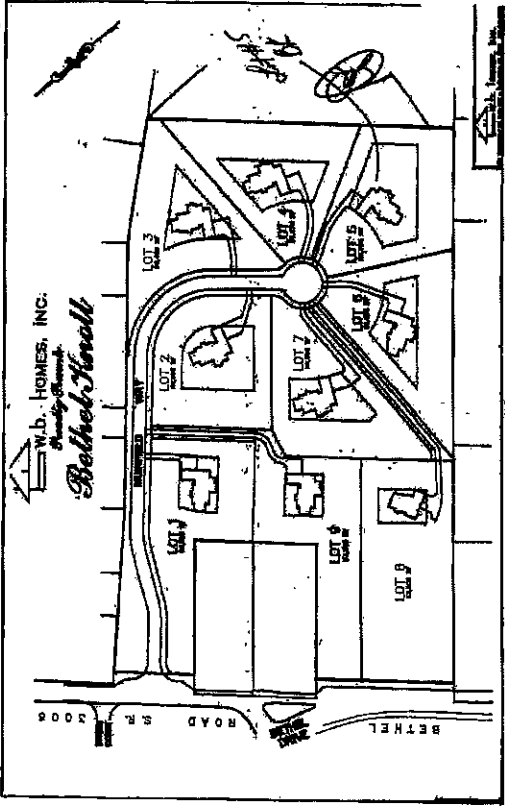
COLDWELL BANKER REALTY CORP. ASSOCIATES

* in selected models
Sales Consultant: Jim Brinkman
Call Center (610) 777-1111 New Homes Division (717) 652-8700

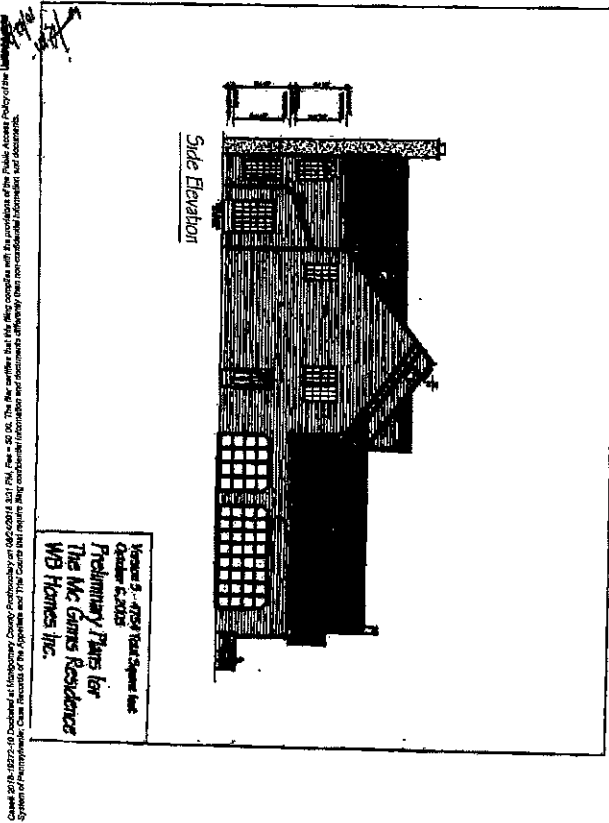
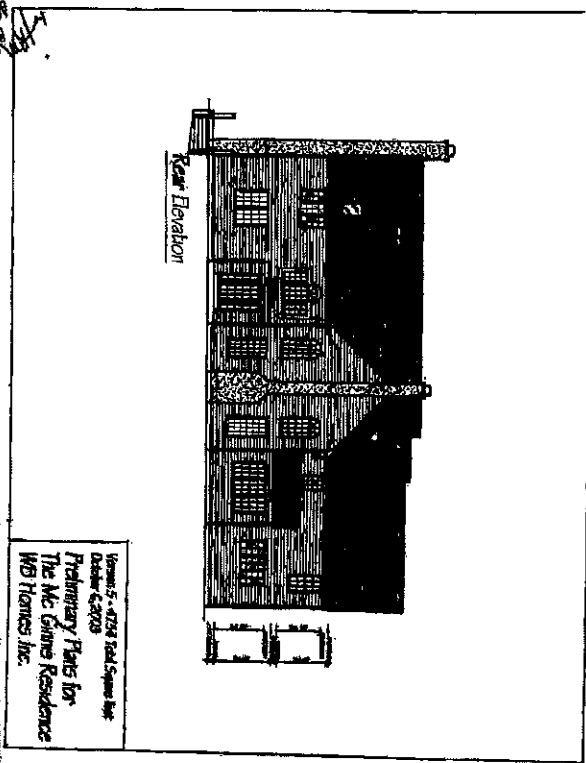
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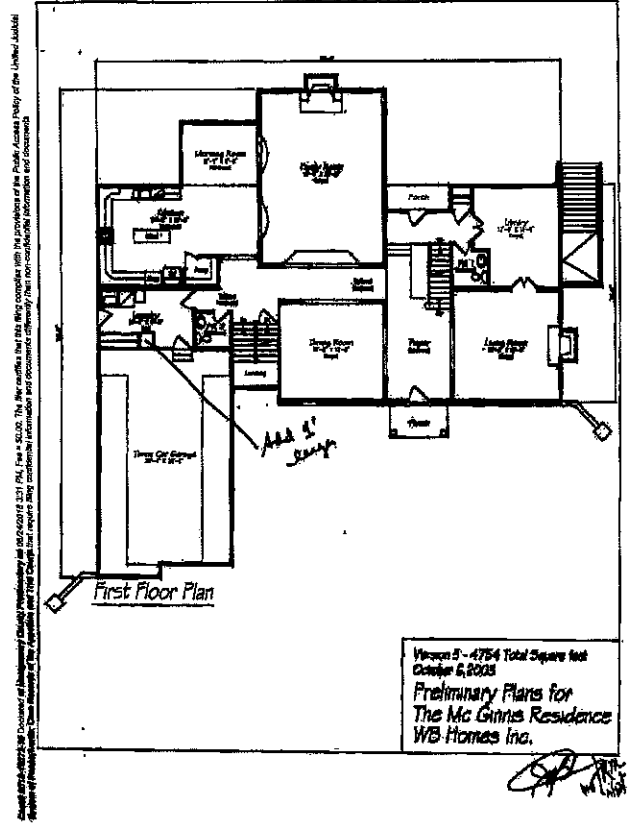
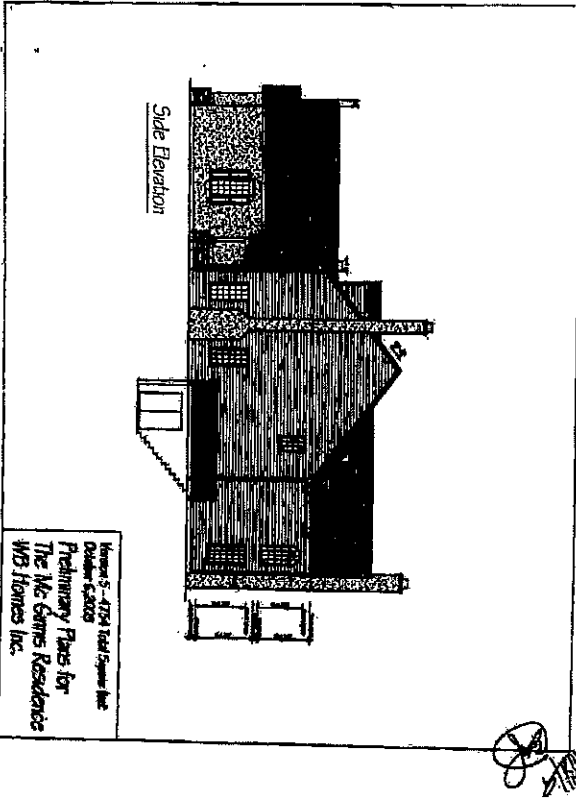
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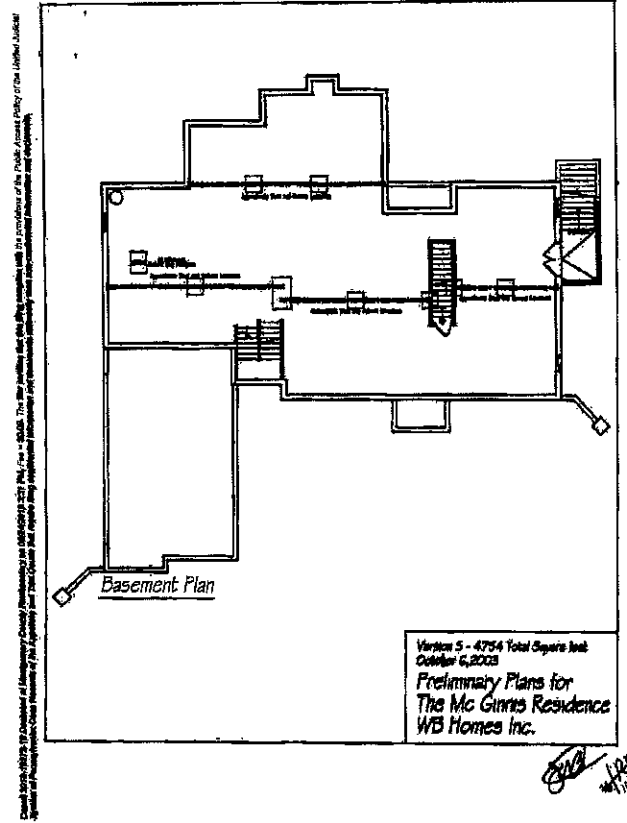
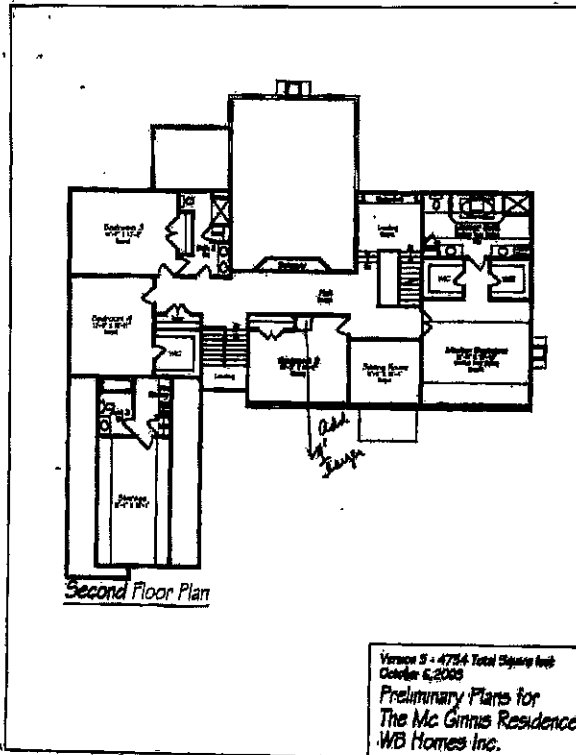
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EXHIBIT D


Bethel Knoll - New Homes Construction; Montgomery County PA Real estate Worcester Township, Montgomery County, Pennsylvania (P...

SEP OCT DEC
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2002 2003 2004

BETHEL KNOLL

A Single Family Estate New Home Community Built by HB Homes, Inc.

"Escape the Ordinary"



Sales Center - Susan Brittingham - 610-222-8004

COMMUNITY INFORMATION

- **Luxury Estate Homes in Worcester Township, Montgomery County, PA**
- **Nestled on a Tree-Lined Cul-De-Sac**
- **Starting from the Low \$500's**
- **Exclusive Site Landscaping**
- **Remarkable 1+ Acre Lots**
- **Towering Two Story Balcony Foyer**

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 09/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case records are e-filed. Appellate and final records are e-filed. Appellate and final records are e-filed.

https://web.archive.org/web/20031011252301/http://www.bethelknoll.com/90bethel_knoll

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EXHIBIT E



"Escape the Ordinary"
W.B. Trademark Amenities Featured In Every Home

- * Three (3) car side entry garage standard on all models with three (3) ceiling outlets for fitness garage door opener
- * 90° flat floor ceilings with 42" high wall cabinets
- * 10" thick monolithically poured concrete basements with asphalt damp proofing
- * Steel Hange beam construction in basement
- * 3/4" tongue and groove plywood sub-flooring, glued and nailed
- * Floating basement slab construction with sump pitting, sump pump, and 6" to 8" stone bedding under basement slab
- * CertainTeed "E-Shape" architectural dimensional shingles with a 25 year warranty
- * "Ridge vent" attic ventilating system
- * 200 AMP electric service with circuit breaker panel in basement *
- * UTL approved electric wiring and electrical panel (1) in each floor plan one (1) in each bedroom
- * Three (3) carbon monoxide detectors, one (1) on each floor
- * Two (2) outside electrical outlets, one (1) front and one (1) rear
- * Electric door chime at front door
- * Pre-wiring for six (6) telephones and six (6) cable TV outlets
- * Elongated toilets throughout
- * Two (2) interior hose bibbs one (1) on each side of house
- * Laundry facilities complete with washer/dryer hookups, dryer vent, laundry tub, and shelf above

Two story models complimented by:

- * Four (4) bedrooms, three (3) full baths (in most models) and powder room; dual powder room and 5th bedroom available on selected models
- * Owner's suite with walk-in closets, private bath and sitting room *
- * Dramatic and spacious "volume ceilings" are standard in Family Rooms and Owner's Suite
- * Wood burning fireplace in family room with glass doors, stoacco chimney, and (3) piece marble surround with flush marble hearth and Mt. Vernon wood mantle surround
- * Front and secondary stairways
- * Dramatic two (2) story entry foyer w/6.34" polysurethane finished oak hardwood flooring *
- * Custom built foyer staircase with stained oak treads, rails, railing and newel posts, painted balusters
- * Traditional custom W.B. Horner model included:

- "Barnes" - raised two (2) panel arched top smooth interior doors
- Distinctive bare easelback plates on selected interior doors
- Three (3) piece chair rail molding in dining room and octagonal tray ceiling above dining and crown moldings
- Bold three (3) piece crown moldings in foyer, second floor hallway, and living room
- Displaced wall/ceiling treatment accentuating selected wood covered openings in foyer
- Rounded display cases throughout
- Vinyl covered ventilated unit slaving in closets
- Quality wall to wall carpeting in an array of colors with "ScottishGlen/Slain Release" protection and a "Five Year Wear Dels" guarantee

* In Selected Models

EXCEPTIONALLY EQUIPPED GOURMET KITCHEN

Layouts and features for family and gourmet's delight:

- 42" high kitchen wall cabinets with crown molding
- Jean-Air Appliances including:
 - Double built-in electric wall oven; both ovens self-cleaning
 - Natural gas built-in cooktop with sealed burners
 - Microwave above cooktop with exhaust fan vented to outside, and light
 - Six Tier "weak" system dishwasher
- Twenty cubic footing additional storage
- Extensive choices of kitchen cabinets featuring cherry, oak, maple, or painted; all with adjustable shelves, slide out trays, selection of slams, door styles and hardware
- "Corian" kitchen countertops with integral Corian double bowl sink and Corian back splash with with "Kohler Corian" single pull out spray nozzle.
- Polyurethane finished oak island, standard size of kitchen's breakfast area
- "Exposed" high bar lighting above kitchen sink with six (6) additional high tops in kitchen
- Ice maker line to refrigerator

LUXURIOUS BATHROOM FEATURES

- Luxurious two (2) person whirlpool tub complemented by a ceramic tile platform is standard in Owner's bath
- Separate ceramic tile shower in Owner's bath
- Owner's bath with "Villains ceiling" and skylight
- "Old look" ceramic tile floor elegantly in all Bath's; 6" x 6" ceramic tile on all walls of tub & shower surrounds
- Custom edge, oak or maple vanity; drawers in Owner's bath with hardware
- Beautiful one (1) piece cultured marble vanity top and sinks
- Designer styled recessed lighting in all bath's
- Pedestal sink in powder room! With oval beveled edge mirror above; polycarbonate finished hardware on door; brass finished plumbing fixtures in formal powder room on only
- Moon single lever wandless faucets
- Moon pop-up drain with seal disc for all tub/showers

* In Selected Models

GRACIOUS EXTERIOR APPOINTMENTS

- Wide selection of exterior brick, siding, stucco, stone and paint colors allow your home to reflect "YOU"

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Community Links

- We realize the importance of customizing our plans to make our house into your "DREAM HOME". We offer a complete list of standard options in our Option Manual. We will also consider your own customizing idea.
- At W.B. Homes, we also realize every decision you make regarding your "DREAM HOUSE" is an important one, that's why your "color selection process" will be done directly with our

34

24

EXHIBIT F



Case# 2018-19272-100 Displayed at Montgomery County, Pa. on 05/12/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Judicial Branch of Pennsylvania Unified Judicial System Case Management Plan that require filing confidential information and documents differently than non-confidential information and documents: ☐ Yes ☒ No. E-Filed by: [REDACTED]

05/12/2018 W9 Homes Incorporated - Real estate and new home construction in Southeastern Pennsylvania (PA) - New Home Builders PA Homes K...
www.montcopa.org/ps/v/detail/Case/201155661
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New Home Builders

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EXHIBIT G

[illegible]

**HORN
WILLIAMSON**

Jennifer M. Horn
Managing Member

JUNE 15, 2018

VIA ELECTRONIC MAIL

Mark C. Clemm, Esquire
Law Offices of Clemm and Associates LLC
488 Norristown Road, Suite 140
Blue Bell, PA 19422

Re: William McGinnis and Rose Marie McGinnis
2573 Muirfield Way, Lansdale, Pennsylvania

Dear Mr. Clemm:

We received and reviewed your letter dated June 14, 2018. First, Pennsylvania's Statute of Repose does not bar the McGinnis Family's claims. We reject your interpretation to the contrary and refer you to the language of the Statute of Repose, which provides:

- (a) General rule.—Except as provided in subsection (b), a civil action or proceeding brought against any person lawfully performing or furnishing the design, planning, supervision or observation of construction, or construction of any improvement to real property must be commenced within 12 years after completion of construction of such improvement to recover damages for:
- (1) Any deficiency in the design, planning, supervision or observation of construction or construction of the improvement.
 - (2) Injury to property, real or personal, arising out of any such deficiency.
 - (3) Injury to the person or for wrongful death arising out of any such deficiency.
 - (4) Contribution or indemnity for damages sustained on account of any injury mentioned in paragraph (2) or (3).
- (b) Exceptions.—
- (1) If an injury or wrongful death shall occur more than ten years within 12 years after completion of the improvement a civil action or proceeding within the scope of subsection (a) may be commenced within the time otherwise limited by this subchapter, but not later than 14 years after completion of construction of such improvement.

Horrey Willmington, LLC
Attorneys at Law
2 Penn Center | Suite 1700
1500 JFK Boulevard
Philadelphia, PA 19102
tel 215-987-3800
www.horreywillmington.com



**HORN
WILLIAMSON**

Mark C. Clemm, Esquire
Page 2 of 2

Here, in light of the Statute of Repose exception, which applies to real property, as well as the fact that the McGinnis Home was not constructed in accordance with the applicable building code (thus taking them out of the protection of the Statute of Repose), we are confident in the merits of the claims.

Second, we do not reject the Builder's attempts to tender performance. Rather, the scope of work provided is incomplete and does not address all systems building code violations. We welcome a discussion in this regard and invite you to submit a complete scope of work.

Finally, you failed to answer the question as to whether the Omnia Group consents to arbitration. What is your position in this regard? If we cannot achieve resolution, the dispute resolution provision that your client drafted compelling arbitration applies and we will proceed accordingly. The McGinnis Family reserves all rights and waives none.

Kind regards,

HORN WILLIAMSON LLC

Jennifer M. Horn
Jennifer M. Horn

CASE# 2016-1972-10 Documented at Montgomery County Probate/Court by 885425018 3/27 PM, Fee = \$0.00. The fee certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Case# 2016-1272-10 Document# 143-1 Filed 02/22/18 Page 10 of 10
The above content has been reviewed and approved by the Public Access Policy of the United States District Court for the District of Columbia. The above content is not subject to the Public Access Policy of the United States District Court for the District of Columbia.

EXHIBIT "C"

Exhibit No.: 1
Model: Norway Country Office

The AGREEMENT OF SALE made the 12th day of October 2011, A.D. between W.M. RICHARDS, INC. and WILLIAM A. BATES, JR. as BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and/or additions in and to the new house to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for opinion of any option shall be limited to the cost paid by BUYER; and any such condition shall not invalidate the Agreement.

DESCRIPTION	AMOUNT
1. The first floor walls will be 9'-0" high with 42" high wall cabinets	\$ N/C
2. Incorporate the kitchen, breakfast area and family room layout of the Beasington Collection. This option will add 465 square feet of living space between the first floor and second floor of the home. On the second floor, the placement of bedrooms #3 and 4th will remain the same. The width of the family room will be widened. The second floor will both the second floor hallway over bedrooms #3 and the family room high volume ceiling. The width of the family room ceiling will be widened to 6'-6" wide and will feature a multi-level balcony with painted maple balustrade and a stained oak railing. The family room ceiling will be a flat 18'-27" high ceiling with crown molding and the second floor ceiling. Additional floor space will be provided at the main stair landing area landing between a window and a triple Andersen window with flanking operable casement windows and a center fixed picture window and 14 single top window above. This option provides the same kitchen cabinet layout as the Beasington model as we discuss in this option increases the width of the family room from 2'-37'-0" to 19'-0". The exterior window on these rooms (kitchen, breakfast area, family room and bedrooms #3) will be the standard size and style windows without on the Beasington Collection.	\$54,225.00
3. Drop-out the rear wall of the family room by 2' - 0", installing a full basement finished. This option adds 48 square feet of additional living space on the lower. The family room will be 19'-0" x 27'-0", 5'-0" deeper than the family room in the Glenview Estate model home.	\$ 4,060.00

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4. Substantiate the standard dimensional 2" x 10" floor joists (first and second floor) with 11 7/8" high T.J.L. floor trusses throughout the main house. Through design permits 28' in center, placement of these floor trusses will be 16' on center, as is the conventional floor joists are placed. \$ 4,295.00
5. The house will include the exterior features of the Hemlock Country Manor East. Siding full stone veneer on the two-story portion of the main house; tenant "A" stone painted porch roof above the front entry door. Underneath of the roof to provide raised 1" x 4" tongue and groove siding. Roof to be supported by two (2) 8" diameter polystyrene columns. Finishes above the front door shall be an all-wood French. Windows above the front door roof shall be an Andersen APF56035 specialty window with transoms and grills. Window at the secondary side entry landing shall be an Andersen 82315 specialty window with grills. Garage front wall with 2'-0" partial raised "A" stone gable, with a combination of stone and vinyl siding. Garage return wall and the sides of the main house and garage, and the entire rear of the house shall include vinyl siding, unless revised by optional veneer. NUC
6. Optional 2'-0" "morning room" extension to the rear wall of the basement area; total projection of 18'-0", adding 160 square feet of living space to the house. Price does not include two (2) 4" x 8" x 16" (21 1/2" x 53") steel floor joists. Includes a full basement foundation, vented ceiling and the standard basement flooring. Option price includes \$ 690.00 for the addition of the standard skylight and \$ 250.00 for the addition of the stone (1) paneled entry door. The standard Andersen 6'-0" x 6'-0" 2560 sliding patio door with stone and grills will remain on the side wall with the Andersen triple double-hung windows on the rear wall. The windows and door will be the same as used on the Chesapeake Estates model home. \$ 3,310.00
7. Veneer it stone finish room fireplace. Stone fireplace facing with FA blue granite finish hearth (6'-6" wide) and mantel in line of the design 4-pipe marble surround. This fireplace facing includes a floor to ceiling stone veneer with stone return walls and extended raised and hearth. \$ 6,625.00
8. Add four (4) half circle top windows up to 3'-0" in width above each of the single double-hung picture windows in the family room. Four (4) conditions at \$850.00 each. \$ 3,400.00
9. Add a standard wood-burning fireplace "Hemlock" #443 with stone chimney and the standard fireplace facing design 4-pipe marble surround, consisting of 7" wide surrounds on two (2) sides and a 8" wide head with a finish marble hearth. Marble facing shall be accepted with a painted NR. Veneer mantel. \$ 4,290.00

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10. Add two (2) single Andersen double-hung windows - one (1) on each side of the optional living room fireplace. Full screens and grills are included at \$650.00 each. \$ 1,300.00
11. Provide a pair of 4'-0" x 6'-0" double 10-lb wood French interior doors consisting of two (2) 2'-0" x 6'-0" doors between the living room and library/study. \$ 1,200.00
12. Substantiate the standard 2-pane "Hemlock" smooth doors between the living room and the library/study with 4'-0" x 6'-0" double 10-lb wood French doors, consisting of two (2) 2'-0" x 6'-0" doors. \$ 600.00
13. Daylight basement. Includes 8'-0" high exterior wing walls, a Thomas-Ty 6'-0" x 6'-0" steel stone-lined patio glass door (6'-0" wide) with sliding screen (including grills), up to ten (10) concrete steps (7'-0" wide) to finish grade. A u-channel storm sewer drain trough at the base of the first concrete door on the landing area outside of the patio door will be tied into the basement drain (beneath the basement slab) with a perforated pipe. A painted aluminum railing will be installed atop the concrete wing walls for safety, and a painted aluminum handrail installed in the stairwell. As discussed, the daylight basement can be placed on the side of the house, opposite the garage. \$ 7,750.00
14. Optional decrease side four (4) dormers to the main house roof vinyl siding (sides and front) with stone pilasters on the front. \$ 5,200.00
15. 9'-0" high basement walls. This option increases the height of the poured basement foundation to 9'-0" in lieu of the standard 8'-0" by adding an additional 12" of poured concrete. \$ 4,575.00
16. Substantiate an oversized 16'-0" wide by 8'-2" high garage door in lieu of two (2) 8'-0" x 7'-0" overhead doors. The 16'-0" wide by 8'-2" high garage door will require an oversized jambline down - 2 1/4" x 18". The single door will be increased in size to 9'-0" wide by 8'-0" high overhead door. \$ 1,600.00
17. Stone wing walls includes a stone lower wall on both ends of the house with a 2'-0" square stone pillar at the end of the wing wall with blue stone sill. Top of the wing wall foundation will be 1'-0" below the top of the stone and garage foundation wall. Add a switch at the front door with wiring to each pillar to accommodate a light fixture mounted on the top of each pillar. Buyer will pay the cost of the fixtures; Seller's electricians will wire and install. \$ 8,750.00

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18. Add a copper water table with a downspout sill on the front wall of the garage only. This includes the 2'-0" exterior wall at the partial front wall bump out. The return wall between the front wall of the garage and the house shall feature vinyl siding. \$ 3,225.00
19. High Efficiency Furnace; converts the standard 80% gas furnace to "High Efficiency" about vent 92+ gas furnace and converts the standard gas hot water heater to a direct vent model. This will enhance the seal for the standard regional "B" vent chimney for the furnace and water heater. Both furnaces and hot water heater will be vented through a horizontal p.v.c. pipe through the head joint. \$ 2,775.00
20. Substitutes pre-finished oak hardwood strip flooring, Mirco Densite (Natural, Gambark, Buteacrobick, Cherry) with polyurethane finish in the first floor hallway (between the foyer and the laundry room) in lieu of the standard carpeting. \$ 2,150.00
21. Paint Package - contains paint colors: one (1) color for walls; one (1) color for ceilings and one (1) color for trim. Buyer will choose from one of the paint schemes noted in the Hubert Knoll option manual. All colors selected from the "Sherwin-Williams" color chart. option price based on Buyer's selection of all upgrades noted above. Total square footage of house is 4,754 square feet. \$ 4,725.00
22. SENTRY back-up sump pump system with marine battery (Zoller #505-005) in lieu of the standard pump pump. \$ 975.00
23. Substitutes Anderson AR31 spring windows with insulated glass, grids and screens in lieu of the standard wood pulsed spring windows. Window rough opening is 5'-1/2" wide by 7'-5 1/2" high. In accordance with the grading plan there will be approximately 2'-0" of the exposed basement foundation wall. Providing an existing window higher in height may require the need to install window wells. We try to avoid the use of window wells. Three (3) windows at \$ 385.00 each. \$ 1,155.00
- * 24. "Buyer shall receive a 3% discount on all options purchased through Seller". Options (B1 - B23) listed above totaling \$ 31,115.00 X 3% = \$ 933.75 \$ 30,181.25

"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."

For the total sum of: One Hundred Twenty Four Thousand Five Hundred Fifty Nine Dollars and Twenty Five Cents

Cash or Buyer's Check at Signing of this Exhibit C:	\$124,559.25
Cash or Buyer's Certified Check at Settlement:	\$ 0.00
	\$124,559.25

BUYER: <u>Walter H.</u>	DATE: <u>10/12/03</u>
BUYER: <u>Lee Ann M. Harris</u>	DATE: <u>10/12/03</u>
SELLER: <u>John D. Ruff - Vice Pres</u>	DATE: <u>10/14/03</u>
SELLER: _____	DATE: _____

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*making a change to Kitchen
working with Century - should be done
first*

EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 2

Lot No.: 5

Model: Newbury Country Manor

The AGREEMENT OF SALE made the 11th day of October, 2011, A.J. between **W.R. KROMA, INC.** and **William A. Kromas Macomber**, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby acknowledges and agrees to SELLER the right to make the following construction changes and/or additions in and to the new home to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for completion of any option shall be limited to the cost paid by BUYER; and any such limitation shall not invalidate the Agreement.

DESCRIPTION

AMOUNT

1. Vinyl shutters on second floor front elevation to be painted in line of the standard hand-painted shutters. Color to be #122 Midnight Green.	N/C
2. Marble countertops in all full bathrooms (master bath, hall bath and bedroom #3) (bath #1 complete bath #2) and bedroom #4 (bath #3) shall be "Bosco Travertine."	NC
3. Pre-finished oak hardwood flooring strip flooring in the dining room; Brown "Dorset." Color to be Grainsack.	\$ 2,875.00
4. Pre-finished oak hardwood strip flooring in the living room. Hardwood shall be species "Dorset", color to be Grainsack.	\$ 2,850.00
5. Interior stairwell to the basement shall be finished to the same standards as the remainder of the main house living space. Stairs to be fully carpeted.	N/C
6. Main foyer stairs between the first floor and second floor shall receive painted risers in Collector's White #SW1907 (semi-gloss). Stair treads shall be composed of yellow pine; treads shall remain stain grade oak.	\$ 325.00
7. Install two (2) 2" diameter p.v.c. conduits from basement to attic space for future wiring. One (1) on each side of the house. Two (2) conduits at \$275.00 each.	\$ 450.00

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8. Exterior floodlight package includes two (2) double head floodlights on rear corner of main house controlled by a 3-way switch at the rear door of the main house and master bedroom. Also includes one (1) set of double head floodlights above the garage with a switch at the door between the garage and main house. Refer to the Buyer's electrical plan for desired locations.	\$ 595.00
9. Add one (1) double head floodlight on the side of the main house opposite the garage (floodlight accessible from the upstairs back side window). Floodlight shall be on the same 3-way switch as the exterior floodlight package.	\$ 145.00
10. Add a motion detector to the set of double head floodlights above the garage doors.	\$ 95.00
<i>Note: In conformance with Worcester Township Ordinance for Noise Abatement, the double head floodlights mounted to the house exterior be placed in excess of 12'-0" above the first floor elevation.</i>	
11. Add a door bell at the side laundry room door that is first in with the front door chime, first has a different ringing tone than the door bell at the front door.	\$ 100.00
12. Gas line to the clothes dryer in line of the standard 220 volt electric line.	\$ 295.00
13. Two (2) automatic digital programmable thermostats. Two (2) conditions at \$375.00 each.	\$ 750.00
14. Arched painted wood casings between the foyer/living room and foyer/living room. Each opening 5'-0" x 8'-0" with 5/8" finger jointed jamb, flex 1/4 Adams head with 5/8" x 6" MDF (condition density fiberboard) header, finger joint 3/4 Adams leg with 5/8" x 6" MDF footer. No keyways at the head of the flex arched opening. Finish black at the transition joint where the vertical stand-up leg meets the arched casing. Two (2) conditions at \$1,000.00 each.	\$ 2,000.00
15. Arched painted wood casing between the foyer and stairs/staircase. This 10'-0" arched head, 12" deep will be finished at Drybrushed Limber, stained and finished on-site by trimmer.	\$ 1,275.00
16. Insulate and drywall all exterior walls of the garage, not necessarily drywalled. Does not include windows or door wood casing, air pilot.	\$ 1,325.00
17. Thermostatically-controlled attic fan.	\$ 550.00

Case# 2016-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. This filing contains confidential information and documents. Entry of this information and documents into the public access system of the Unified Judicial System of Pennsylvania is hereby prohibited.

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

18. Replace high hat package including one (2) typical high hat over the fireplace with a switch. High hat placed a minimum of 3'-0" from the rear wall of the family room. Refer to the Buyer's electrical plan for desired location. \$ 325.00
19. Recessed high hat above shower/bath with switch in the following locations:
 - Master bath
 - Bath #2
 - Bath #3
 These (3) conditions at \$175.00/each. Refer to the Buyer's electrical plan for desired location. \$ 525.00
20. Provide fan and speed control wiring with hose in the family room. Installation of fan and speed control switch purchased by Buyer included. Refer to the Buyer's electrical plan for desired location. \$ 210.00
21. Add a high hat package consisting of four (4) high hats with a switch in the family room. Refer to the Buyer's electrical plan for desired location. \$ 550.00
22. Add a switch at the front door to a junction box in the basement for future landscape lighting. Refer to the Buyer's electrical plan for desired location. \$ 150.00
23. Add a switch at the rear door of the screening room to a junction box in the basement for future landscape or deck/patio lighting. Refer to the Buyer's electrical plan for desired location. \$ 150.00
24. Two (2) switches in the kitchen (each to the right of the main sink, beneath kitchen window inside looking out) to two (2) junction boxes; one (1) for future lighting (and wires) under kitchen wall cabinets and one (1) for future lighting (and wires) above kitchen wall cabinets. Refer to the Buyer's electrical plan for desired location. \$ 300.00
25. Orientation of the wall switches to the right of the primary kitchen sink shall be:
 - Change diagonal, high hat above sink, future under cabinet lighting. Refer above wall cabinet lighting. N/C
26. Wall science wiring. Includes pre-wiring and switch to two (2) wall mounted kitchen lights (3'6" in down wall, 3'6" down from ceiling) for future wall science in dining room. Buyer will pay the cost of the fixture; Seller's electrician will wire and install. Refer to the Buyer's electrical plan for desired location. \$ 225.00
27. One (1) recessed high hat with switch in living room. High hat to be placed a minimum of 6'-0" from side wall, in alignment with right side of fireplace facing (inside looking out). Refer to the Buyer's electrical plan for desired location. \$ 200.00

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 04/24/2018 3:17 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

28. Install one 16" x 18" Gray Ardenwood Carpet (old diagonally) with 4109 Bond Beige grout 1/8" wide grout lines in the kitchen, screening room and entry closet in lieu of the standard Bruce "Dundee" pre-finished hardwood flooring. \$ 5,185.00
29. Substitutes 12" x 12" marble - China Marble (old diagonally) grout color to be determined by Buyer, 1/16" wide grout lines in the foyer, formal powder room and hall closet adjacent to library in lieu of the standard Bruce "Dundee" pre-finished hardwood flooring. \$ 5,935.00
30. Substitutes stone on the sides and rear of the main house and garage in lieu of vinyl siding.

Note: All walls of the exterior daylight basement foundation exterior shall receive stone. Stone shall be applied on exterior walls down to finish grade. Quantity and square foot price transformed, allowing credit for the standard vinyl siding.
31. Add a gas line terminating inside each fireplace firebox for future gas logs. Two (2) conditions at \$250.00 each. \$ 500.00
32. Add a switch at the rear foyer door to junction box in the basement for future landscape or deck/patio lighting. Refer to the Buyer's electrical plan for desired location. \$ 150.00
33. Holiday lighting package includes adding up to eleven (11) outlets (total) directly under each window on the front elevation of the house and garage. All of these outlets will be tied together and energized by a single switch located in the master bedroom. \$ 925.00
34. Seven (7) additional outlets wired to the holiday lighting package. All windows on the front elevation of main house and garage, including garage return wall. Seller to provide an unfinished wood sill at windows located in cold storage space, roof deck area, garage and secondary welcome cold-loading window. Seven (7) outlets at \$75.00/each. \$ 525.00
35. Drywall sealed openings between the family room and kitchen screening room shall receive 36" high half-hats with weed up and repair. N/C
36. Under-slab plumbing rough-in for a future powder room in the basement. Price includes all under-slab plumbing rough-in for toilet and vanity. Also includes the rough-in pit for the sloping floor drain with piping. Does not include pump or finish plumbing. \$ 3,495.00

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 08/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [Name Redacted], Esq.

37.	Buyer elects to delete the standard vinyl shelving from the areas designated:		
	<ul style="list-style-type: none"> Master bedroom walk-in closet (72") Bedroom #3 wall closet (7") Bedroom #4 walk-in closet (42") Laundry room (72") 		
	Total linear feet of shelving deleted: (128') at \$ 2,407/L.		
	<i>Notes: Vinyl shelf above washer/dryer hook-up in the laundry room will remain. Buyer's removal of 316 will not apply to this system.</i>		
		CREDIT	(\$ 308.00)
38.	Three (3) 30" recessed ceiling light fixtures to be converted to recessed high hats in the first floor rear hall and adjacent main stairwell. Three (3) existing at \$40.00 each. High hats will be wired in 3-way switches. Refer to the Buyer's electrical plan for desired locations.		\$ 180.00
39.	Add one (1) wall outlet above each fireplace mantel. Outlet shall be mounted horizontally in wall, minimum of 2" above the mantel. Refer to the Buyer's electrical plan for desired locations. <ul style="list-style-type: none"> Living room fireplace: 59" above the subfloor Family room fireplace: 72" above the subfloor with an extra 12" loop of wire so the receptacle may be set in the stone veneer (above mantel) by stone mason. 		\$ 150.00
40.	Add one (1) wall outlet in first floor foyer across from stairs to basement. Refer to the Buyer's electrical plan for desired location.		\$ 75.00
41.	Add one (1) wall outlet in second floor hallway to the left of the master bedroom door. Refer to the Buyer's electrical plan for desired location.		\$ 75.00
42.	Add one (1) wall outlet in library (side wall). Refer to the Buyer's electrical plan for desired location.		\$ 75.00
43.	Add one (1) wall outlet in laundry room (same wall as washer/dryer hook-up). Refer to the Buyer's electrical plan for desired location.		\$ 75.00
44.	Add three (3) high hats with a switch in the library. Refer to the Buyer's electrical plan for desired locations.		\$ 475.00
45.	Add two (2) exterior carriage light fixtures on top to out side of overhead garage doors. Switch shall be placed in main foyer. This option does not include the cost of the fixtures themselves. Buyer will pay the cost of the fixtures; Seller's electrician will wire and install. Refer to the Buyer's electrical plan for desired locations.		\$ 225.00

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46.	Add two (2) CLP-1 wall outlets in the garage. Outlets to be placed a minimum of 40" above the garage sink. Refer to the Buyer's electrical plan for desired locations. Two (2) conditions at \$ 125.00 each.		\$ 250.00
47.	Provide three (3) recessed high hats with a switch in lieu of one (1) ceiling light supplied by Buyer installed by Seller's electrician in the laundry room. Refer to the Buyer's electrical plan for desired locations.		\$ 260.00
48.	All outlets in kitchen, baths and dressing area in bedroom #4 shall receive doublethrow hardware.		N/C
49.	Add six (6) additional recessed high hats in the kitchen, totaling thirteen (13) high hats. Allowance is for a total of seven (7) high hats. <ul style="list-style-type: none"> One (1) high hat with switch above kitchen sink at kitchen island. Four (4) high hats with switch above island. Eight (8) high hats with switch above kitchen perimeter counter top. Six (6) conditions at \$112.50 each. Refer to the Buyer's electrical plan for desired locations.		\$ 675.00
50.	Custom heavy glass frameless shower enclosure 34" x 48" x 75" height, 30" corner unit with bottom wall. Chrome Genset Mirrors and 6" door pull in line of standard chrome framed shower enclosures. Refer to the attached sheet.		\$ 2,950.00
	<i>Notes: This option price does not include converting the remaining chrome/brass hardware in plumbing fixtures to polished nickel.</i>		
51.	Netpage built-in ironing center; AAVD50M with white door. Rough opening shall be 14 1/8" x 49 1/4" x 3 7/8" deep. Wall opening above the door will be 22" providing a working height ironing board of 33" - 35" - 37". Ironing center to be placed in the laundry room. Refer to the attached sheet.		\$ 895.00
52.	Buyer requests for the kitchen ceiling H.V.A.C. diffuser closest to the cooktop to be deleted.		N/C
53.	Doors previously selected on Exhibit C, Exhibit #1; Item #14 shall receive stone veneer (side and front) with an inset picture on the front.		N/C
54.	Front entrance door and side door shall be a stained entry door system. Price of option will be determined. Buyer specifying to Seller, door manufacturer, wood species, staining style and stain color. Seller will not be responsible for the woodwork. Seller agrees to a complete characteristic of a stained stained wood grain door. Price of option will include a door blank purchased by Seller and installed during construction. Wood door to be installed and outfitted at the final stage of house construction.		TBD

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55. The return wall between the front wall of the garage and the house shall receive shaggy and not vinyl siding as previously referenced on Exhibit C; Exhibit #1; Item #18. N/C
56. Aluminum railing color for optional daylight basement referenced on Exhibit C; Exhibit #1; Item #13 shall be Bronze. N/C
57. Plumbing fixture color for powder room (formal) and secondary, master bath, including whirlpool tub shall be Bisquit. N/C
58. Optional Vancian II stone family room fireplace facing (previously selected on Exhibit C; Exhibit #1; Item #7) shall receive an 18" raised bluestone hearth. N/C
59. Triple window height on the rear wall of the morning room shall be 6' - 11 3/8". N/C
60. Morning room sliding patio door shall be an Andersen P56R, 6'-0" x 6'-8" with grids as per the Greenbriar Estates model home. N/C
61. **Redesign Exhibit C; Exhibit #1; Item #21** calling for custom paint package. Buyer has selected the following options:
- Walls: Believable Buff #SW6120 (flat)
 - Ceilings: Collector's White #SW1907 (flat)
 - Trim: Collector's White #SW1907 (semi-gloss)
- N/C
62. Delete the soap dish in the master bath shower. N/C
63. Custom kitchen "Ultimate Gourmet Package". Cabinet selection shall be the Century Line; Countertop Material: Windows; Paired Mocha; Countertop shall be a granite "Jadeite Majesty"; Level II with an "eager" seaming on the island and "half ballows" on the perimeter countertop in line of the standard Oxford, level IV. \$ 20,885.00
- Below is an itemization of the upgraded features.
1. Oversized wall cabinet above refrigerator space.
 2. Custom refrigerator door panels.
 3. Full length filters on each side of refrigerator; one (1) with and panel to provide that built-in refrigerator appearance.
 4. Base cabinet for cooking pans.
 5. Custom ice maker door panel.
 6. Additional SB30 sink base with tilt down tray for secondary kitchen sink.
 7. 30" wall cabinet above sink featuring mullion glass doors. The interior skin of cabinets with glass doors need to receive the same finish as the exterior of the cabinets.
 8. Custom wine cooler door panel, which Buyer chose to delete.

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9. Wall corner cabinet with mullion glass doors.
10. **Remove wall cabinet (by 3") flanking wall mounted Grohe. This requires additional contact for covers and bottom trim moldings on cabinets.**
11. **Wall-mounted Grohe this is a knock down unit, which requires on-site assembly of a dozen components.**
12. **SB30 base drawer unit housing a speaking. This unit will be bumped out from the line of the flanking base cabinets and featuring flush balusters on each side.**
13. Angled wall cabinet WBEC39/42 flanking the left side of the kitchen window.
14. Dual trash can base cabinet.
15. Sink base cabinet with tilt tray bumped out from the face of the flanking base cabinets and featuring fluted balusters on each side.
16. Custom dishwasher door panel.
17. Angled base cabinets to the right of the dishwasher.
18. Angled wall cabinet WBC34/38 flanking the right side of the kitchen window.
19. Angled wall cabinet WBEC39/42 flanking the wall cabinet above the angled base cabinet to the right of the dishwasher with mullion glass door panel.
20. Under counter single oven and microwave requiring the construction of solid platform to support the appliances.
21. Plated wood panel doors.
22. Bead board veneer panels.
23. Sculptured under counter supports.
24. SB30-48 rounded top bottom molding added to the front horizontal rails of the wall cabinets.

Note: Seller shall reduce the option price of option #63 from \$24,645.00 to \$ 20,885.00. This reduction includes the deletion of a door panel for the wine cooler supplied "by others". This reduced option price includes the 5% discount extended to this Buyer from the Seller.

64. Substitute an Elkay ELKES210L double bowl stainless steel undermount kitchen sink in lieu of the standard Century SB72 cast-iron bowl. \$ 745.00
65. Substitute one Grohe 33359SDO body jet plus kitchen faucet in stainless in lieu of the standard Kohler "Creston" KCC1568 faucet in standard paint. \$ 315.00
66. Rough and finish plumbing for a Moen K2251 Lamont single bowl under-mount stainless steel sink (14 x 16) with a gooseneck faucet. \$ 985.00
67. One (1) Grohe #28751SDO deluxe extra long soap dispenser in stainless steel. \$ 325.00

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68. One (1) Everpure #HE300 cold water dispenser and filter system. \$ 450.00
69. Project Coordinator, Patrick Shiro, shall notify the Buyer at the time of releasing the work order to MacLaren Fabrication, Inc. Buyer will be selecting the granite slab at MacLaren Fabrication, Inc. N/C
70. Buyer shall mark on the subfloor of the breakfast area the desired location for the hanging breakfast area ceiling light. This must be done upon completion of the rough framing of the house, prior to commencement of the rough wiring. N/C
71. The kitchen island shall receive two (2) outlets - one (1) on each end, placed horizontally and as high as possible in the cabinet beneath the underside of the island granite countertop. N/C
72. Buyer chose a pre-wire package for telephone from JM Resources. Seller shall credit Buyer for the six (6) standard telephone jacks provided by Seller's electrician. CREDIT (\$ 145.00)
- Note: Buyer's discount of 5% will not apply to this option.*
73. Buyer chose to delete the standard appliances. Buyer will supply the appliances Seller will install. Buyer acknowledges that Seller will not be responsible for the theft, damage (drips, dings, dented) resulting from, operation of, and all warranties associated with appliances supplied by Buyer. Additional kitchen appliances supplied by Buyer: wine cooler, rail grinder, and see smoke range have specific electrical requirements. Upon receiving model numbers and cut sheets of appliances from Buyer, Seller will determine the additional electrical requirements.
- | | | |
|----------------------|--|----------------------|
| Oven: | Jenn-Air JMW6630 CAB (black on black); | |
| | double electric oven | (\$975.00) |
| Refrigerator: | Jenn-Air #WVMA196AAB | (\$400.00) |
| Dishwasher: | Jenn-Air #UDN0610 (black on black) | (\$235.00) |
| Cooktop: | Jenn-Air #WGC2436A1RB (black on black) cooktop | (\$375.00) |
| Stainless Microwave: | Jenn-Air #LSC2-C: 24" slimline white island | (\$335.00) |
| | | CREDIT (\$ 1,920.00) |
- Note: Buyer's discount of 5% will not apply to this option.*
74. Buyer shall receive a 5% discount on all options purchased through Seller. Options #1 - #73 except option #63 previously discontinued and options #77, #72 and #73 which are credits. Option total (except options #37, #63, #72 & #73) is \$71,699.00 x 5% = \$3,583.00 CREDIT (\$ 2,933.00)

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"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."

For the total sum of Seventy Four Thousand Two Hundred Thirty Nine Dollars \$74,239.00

Cash or Buyer's Check at Signing of this Exhibit C: 0.00

Cash or Buyer's Certified Check at Settlement: \$74,239.00

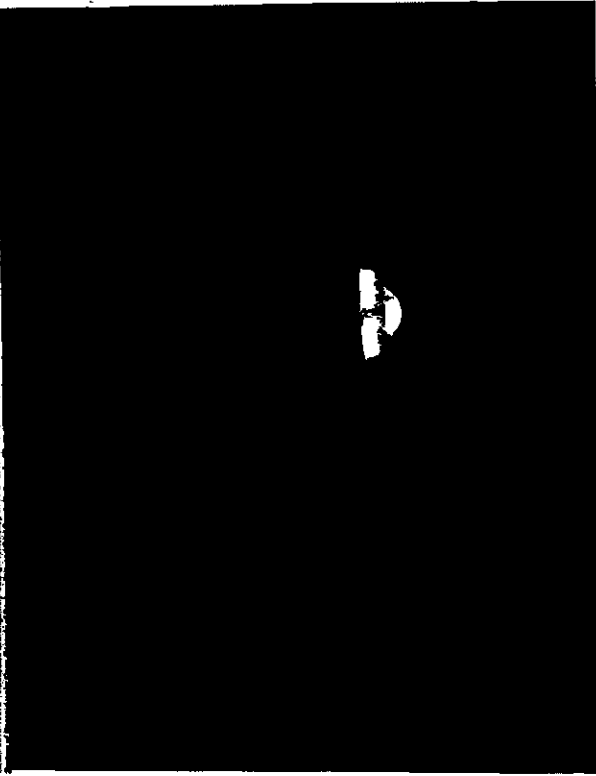
BUYER: [Signature] DATE: 7/14/21

BUYER: [Signature] DATE: 7/14/21

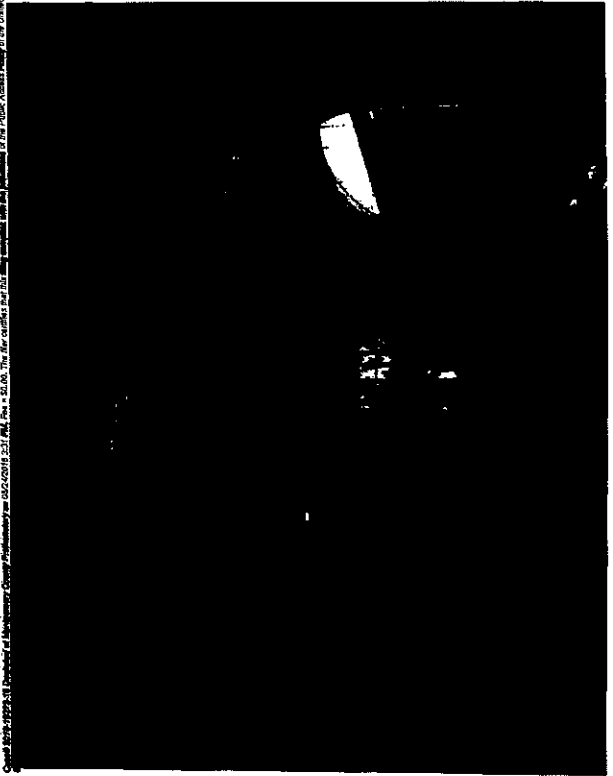
SELLER: [Signature] DATE: 7/14/21

SELLER: [Signature] DATE: 7/15/21

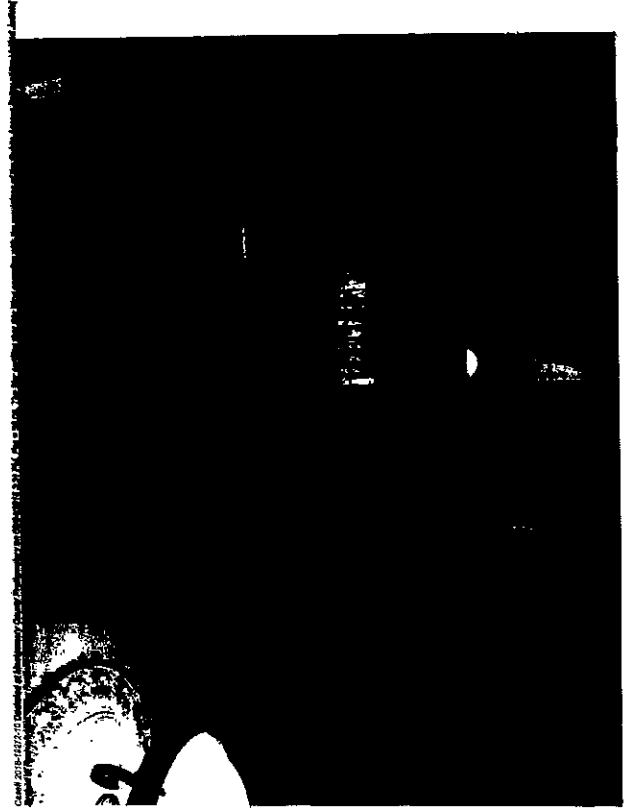
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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Federal Judicial System's e-Case Management System: Case Filings are in Portable Document Format (PDF); Case Filings are in English; Case Filings are not sealed; and Case Filings are not confidential. The filer also certifies that this filing complies with the provisions of the Federal Judicial System's e-Case Management System: Case Filings are in Portable Document Format (PDF); Case Filings are in English; Case Filings are not sealed; and Case Filings are not confidential.



Page 2

Quote for Master Bathroom

Customer: Bethel Kite || Lot 8

Job Reference: W.B. House

NOT: Other Personnel Class
All equipment for this Professional Services' Equipment is provided by
C.F. Lawrence Co., Inc. The Tools for this enclosure is Painted Steel.

Refer To Option #50

Architectural & Engineering Specifications
February 2002

Nutone®

DESCRIPTION

- 24-gauge steel cabinet
- Heavy-duty ventilated metal board support
- 3-position height adjustment
- Manual override & full TYP design
- Hot iron storage shelf
- Utility/shower shelf
- Removable door glass available separately
- Door mounting - left, top and right
- Magnetic door catch
- Built-in light - 40 watt mwr, info (not included)
- Safety pushbutton stop
- Shunt 60-minute timer
- Pilot light
- Connected 3-prong, grounded, built-in outlet for iron
- Board cover included

Optional Powers Available (board separately)

AVDOPH	Oak Cabinet Panel - Unfinished
AVDOPW	Oak Painted Panel - White
AVDOFH	Black Flat Panel - Unfinished
AVDFPH	Mirror Door - Beveled

PressRite™ Built-In Ironing Center

"Deluxe"
MODEL AVD50N

INSTALLATION

- For built-in installation or optional surface mounting
- Installation instructions (included with each unit)

ARCHITECT'S SPECIFICATION

Ironing center shall be Nutone PressRite™ Model AVD50N.

Built-In Ironing Center shall be heavy gauge steel construction in white baked enamel finish in 14" H x 14" D x 14" W depth with top mounted electrical control panel. All dimensions including wire mesh for cabinet.

Cabinet shall have ironing boards easily storable.

Choose from optional PressRite™ custom doors.

Cabinet to have ventilation holes. Wiring built-in weight lift power indicator light, and safety shut-off switch.

Unit shall be UL listed.

Electrical: 120V, 60 Hz., 15 Amps.

Nutone, Inc., 4520 West Bank Road, Cincinnati, OH 45227 • (800-945-8887)

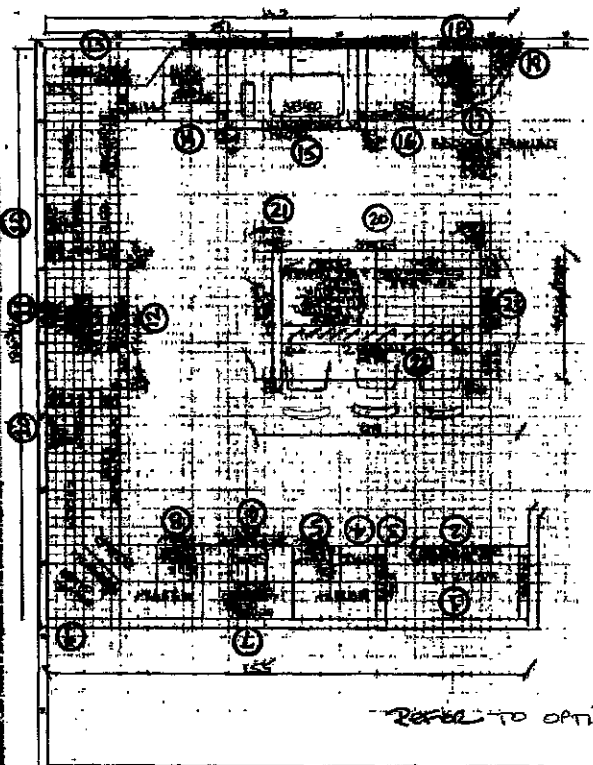
REFERENCE	CITY	REMARKS	Project
			Location
			Architect
			Engineer
			Contractor
			Submitted by Date

2133

BIDDING DOCUMENTS

Refer To Qothin #51

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EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 3

Lot No.: 5

Model: Newbury Country Manor

The AGREEMENT OF SALE made the 12th day of October, 2003, A.D. between W.B. HOMES, INC. and William & Rose Marie McGinnis, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and/or additions in and to the new home to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for omission of any option shall be limited to the cost paid by BUYER; and any such omission shall not invalidate the Agreement.

DESCRIPTION	AMOUNT
4. Substitute the front entry door system: <ul style="list-style-type: none">a Thermo-Tru 1'-2' x 3'-0" x 1'-2" x 6'-8", with SS210 with CS308PSL side-lights and a elliptical transom with a grill above with brick molding.toa Thermo-Tru Classic Craft Mahogany Embossed entry door 1'-0" x 3'-0" x 1'-0" x 6'-8" with CCM709 door with Arcadia black nickel casing, CCM3309 sidelights and a CCM060T (mahogany) transom above with brick molding. Jamb thickness is 4 5/8". Includes mahogany jambs and a 3'-0" x 6'-8" door blank to be used during construction.	\$ 6,950.00
2. Buyer shall receive a 5% discount on option; \$ 6,950.00 x 5% = \$ 347.50.	CREDIT (\$ 347.50)

"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents: ☐ Yes ☒ No. E-Filed by: [REDACTED]

For the total Sum of: Six Thousand Six Hundred Two Dollars Fifty Cents \$ 6,602.50
 Cash or Buyer's Check at Signing of this Exhibit C: 0.00
 Cash or Buyer's Certified Check at Settlement: \$ 6,602.50

BUYER: WDDW DATE: 7/11/04

BUYER: Lee The Harris DATE: 7/11/04

REPLER: OB DATE: 7/14/04

SELLER: John R. Boyd, Inc. DATE: 7/15/04

Classic-Craft - Mahogany Embossed Entry Units

Note: These pages illustrate available Door and Sidelight Sizes and Designs. Selected items may require additional lead time.

Arcadia®
Mahogany Embossed Doors

Arcadia Embossed Doors	Arcadia Embossed Sidelights	Arcadia Embossed Sidelights	Arcadia Embossed Sidelights	Arcadia Embossed Sidelights	Arcadia Embossed Sidelights
CM509C	CM509D	CM609B	CM609C	CM609D	CM709B

See Page 38 for Optional Mahogany Units
 See Options & Specifications Sheet for additional Classic-Craft® Unit Options

Specifications

All Units priced with Standard 4-8/16" Primed Pine Jambes & Brick Moulding
 Compression Weatherstrips - Oak Cap Adjustable Mill Finish Sills
 4" x 4" Zinc Dichromate Hinges - Adjustable Security Sides on Single Units
 Braces Paintable / Stainable Available on Double Units
 Units otherwise noted all Doors 3-0x7-0 • Sidelights available 1-0 and 1-2x5-6

Andersen
LOGISTICS

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 09/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Classic-Craft – Mahogany Embossed Entry Units

Note: These units require additional lead time

Arcadia® Mahogany Embossed Doors

CM309B CM320C CM320D CM330B CM330C

Arcadia® Mahogany Embossed Doors

CM330D CM409B CM409C CM409D CM409B

See Page 38 for Optional Mahogany Jambos

See Options & Specifications Section for additional Classic-Craft® Unit Options

Arcadia™ Transoms Units – Not Applied

To Multi Transoms in Door/ Midlight Units – ADD \$24.00 for Single Unit; ADD \$48.00 for Unit with Sidelight

NOTE: Classic-Craft Doors/Sidelight Units with Transoms will use Composite Sill

Arcadia® Transoms Units

CM60NT B/C/D CM620T B/C/D CM660T B/C/D

Right Sidelight Center (B)

Right Sidelight Center (C)

Right Sidelight Center (D)

Optional Casings Not Included with Elliptical Units – See Page 38

Classic-Craft Mahogany Embossed Entry Units

Project: Bethel Knoll

EXHIBIT "C"

Exhibit No.: 4

Lot No.: 5

Model: Newbury Country Manor

The AGREEMENT OF SALE made the 17th day of October, 2003, A.D. between T.M. HOMER, INC. and William & Sam Marks McGinnis, BUYER, concerning the above-referenced lot and road is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and/or additions in and to the new house to be constructed for the BUYER on the aforesaid premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for omission of any option shall be limited to the cost paid by BUYER; and any such omission shall not constitute the Agreement.

DESCRIPTION	AMOUNT
1. Reference Exhibit C, Exhibit #3; Item #1 calling for a Thermo-Tru Classic Craft Mahogany Embossed entry door. Buyer has selected Minwax "Dark Walnut" #2716 for the stain color.	N/C
"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."	

For the total sum of: Zero Dollars \$ 0.00

Cash or Buyer's Check at Signing of this Exhibit C: \$ 0.00

Cash or Buyer's Certified Check at Settlement: \$ 0.00

BUYER: Paul & Sam Marks DATE: 7-11-2004

BUYER: _____ DATE: _____

SELLER: DBJ DATE: 7/14/04

SELLER: John & Sam Marks DATE: 7/15/04

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

RECEIVED AUG 11 2004

EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 5

Lot No.: 5

Model: Newbury Country Manor

THE AGREEMENT OF SELLER made the 12th day of October, 2003, A.D. between **W.M. HIGHER, INC.** and **William & Rose Marie MacIsaac**, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and agrees to SELLER the right to make the following construction changes and/or additions in and to the new home to be constructed for the BUYER on the enclosed premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for completion of any option shall be limited to the cost paid by BUYER, and any such completion shall not invalidate the Agreement.

DESCRIPTION	AMOUNT																
1. Reference Exhibit C; Exhibit D; Item #29 calling for 12" x 12" Crema Marfil granite tile in the foyer, formal powder room and hall closet. Buyer has selected Hydroneux Class Bone #5187 with 1/16" grout joints.	N/C																
2. Review bedroom #4 bath/floor layout. Refer to the architectural plans. Revisions made on architectural plans and in Buyer's possession.	\$ 200.00																
3. Add one (1) 2-panel "Recessed" pocket door in bedroom #4 at entry to closet. Refer to the architectural plans.	\$ 475.00																
4. Upgrade the master bath floor tile from standard 6" x 6" ceramic tile in Crema Laguna, laid diagonally on the floor only. <ul style="list-style-type: none">Floor tile: Crema Laguna (CCT19791) - 13" x 13".Wall tile: Crema Laguna (CCT65005) - 8" x 13".	\$ 2,625.00																
5. Add the following "Accent Tile" to the master bath:																	
<table><tr><th></th><th>Tub Deck Floor</th><th>Tub Splash</th><th>Shower Floor Level</th></tr><tr><td>• Liscello (CCT65002) 2" x 8"</td><td>\$ 550.00</td><td>\$ 400.00</td><td>\$ 250.00</td></tr><tr><td>• Chair Rail (CCT65002) 2" x 13"</td><td>\$ 660.00</td><td>\$ 480.00</td><td>\$ 305.00</td></tr><tr><td>• Pennil (CCT65027)</td><td>\$ 525.00</td><td>\$ 385.00</td><td>\$ 245.00</td></tr></table>		Tub Deck Floor	Tub Splash	Shower Floor Level	• Liscello (CCT65002) 2" x 8"	\$ 550.00	\$ 400.00	\$ 250.00	• Chair Rail (CCT65002) 2" x 13"	\$ 660.00	\$ 480.00	\$ 305.00	• Pennil (CCT65027)	\$ 525.00	\$ 385.00	\$ 245.00	
	Tub Deck Floor	Tub Splash	Shower Floor Level														
• Liscello (CCT65002) 2" x 8"	\$ 550.00	\$ 400.00	\$ 250.00														
• Chair Rail (CCT65002) 2" x 13"	\$ 660.00	\$ 480.00	\$ 305.00														
• Pennil (CCT65027)	\$ 525.00	\$ 385.00	\$ 245.00														
Note: Please see attached drawing and photo for installation placement.	\$ 3,800.00																

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

- Delete the soap dish in the master bath shower and replace with two (2) chrome shelves. First shelf to be placed 18" down from the top edge of wall tile, the second shelf to be placed 18" down from the first shelf. \$ 210.00
 - Move the electrical box for bathroom lights to the larger vanity area of the master bath, to be centered on wall over vanity area. N/C
 - Delete the kickplate on the front door. N/C
 - Re-locate additional wall receptacle in the library/study to the outside wall, back corner, towards windows. N/C
 - Buyer shall receive 5% discount on all options purchased through Seller. Option total (#1 - #9) is \$ 7,310.00 x 5% = \$ 365.50. CREDIT (\$ 365.50)
- "ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."

For the total Sum of Six Thousand Nine Hundred Forty Four Dollars Fifty Cents

Cash or Buyer's Check at Signing of this Exhibit C: \$ 6,944.50

Cash or Buyer's Certified Check at Settlement: \$ 0.00

Cash or Buyer's Certified Check at Settlement: \$ 6,944.50

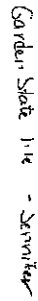
BUYER: [Signature] DATE: 8/10/04

BUYER: [Signature] DATE: 8/10/04

SELLER: [Signature] DATE: 8/10/04

SELLER: [Signature] DATE: 8/10/04

McGinnis



RECEIVED AUG 17 2004

1:04pm 8/17/04

EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 6

Lot No.: 5

Model: Newbury Country Manor

The AGREEMENT OF SALE made the 12th day of October, 2003, A.D. between **W.H. HOMES, INC.** and **William & Rose Marie McGinnis**, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and/or additions in and to the new home to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for omission of any option shall be limited to the cost paid by BUYER; and any such omission shall not invalidate the Agreement.

DESCRIPTION

AMOUNT

1. Reference Exhibit C, Exhibit #2: Item #73 Adding the standard appliances. Seller shall supply and install the standard garbage disposal; Zero-Air #120-C disposal with cord.	N/A
"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."	
For the total sum of: Zero Dollars	\$ 0.00
Cash or Buyer's Check at Signing of this Exhibit C:	\$ 0.00
Cash or Buyer's Certified Check at Settlement:	\$ 0.00

BUYER: William & Rose Marie McGinnisDATE: 8/16/04BUYER: Rose Marie McGinnisDATE: 8/16/04SELLER: D.R.O.DATE: 8/17/04SELLER: John D. Ruppel, SalesmanDATE: 8/17/04

EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 7

Lot No.: 5

Model: Newbury Country Manor

The AGREEMENT OF SALE made the 12th day of October, 2003, A.D. between **W.H. HOMES, INC.** and **William & Rose Marie McGinnis**, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and/or additions in and to the new home to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER'S responsibility for omission of any option shall be limited to the cost paid by BUYER; and any such omission shall not invalidate the Agreement.

DESCRIPTION

AMOUNT

1. Provide additional electrical outlets at the following locations for audio system being installed by World Wide Stereo.	
• Provide one (1) interior outlet in the corner of the kitchen for a future T.V. Location already marked in house.	\$ 75.00
• Provide a 20 amp dedicated outlet in the family room where audio components will be placed. Location already marked in house.	\$ 150.00
• Add one (1) outlet in the master bedroom closet for CATV box. Location to be determined by Buyer.	\$ 75.00
• Provide a 20 amp dedicated outlet on kitchen wall opposite service panel. Location already marked in house.	\$ 150.00
• Add one (1) CATV outlet in corner of the kitchen for a future T.V. Location already marked in house.	\$ 75.00
• Add one (1) CATV outlet in the master bedroom closet. Location to be determined by Buyer.	\$ 75.00
2. Buyer shall receive a 5% discount on all option purchased through Seller.	
Option #1 total is \$ 600.00 x 95% = \$ 570.00.	CREDIT (\$ 30.00)

"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."

Case# 2018-19272-10 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [Name Redacted], Esq.

Case# 2018-19272-10 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [Name Redacted], Esq.

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

For the total Sum of: Five Hundred Seventy Dollars \$ 570.00
 Cash or Buyer's Check at Signing of this Exhibit C: \$ 0.00
 Cash or Buyer's Certified Check at Settlement: \$ 570.00

BUYER: Rue Mc Guinnis DATE: 9-16-2004
 BUYER: _____ DATE: _____
 SELLER: DBD DATE: 9/20/04
 SELLER: _____ DATE: _____

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

July 15th 2004

EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 8

Lot No.: 5

Model: Newbury Country Manor

This AGREEMENT OF SALE made the 15th day of October, 2003, A.D. between W.R. HUGHES, INC., and Thomas A. Rue Mc Guinnis, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and/or additions to and to the new home to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER's responsibility for completion of any option shall be limited to the cost paid by BUYER; and any such omission shall not invalidate the Agreement.

DESCRIPTION	AMOUNT
1. Install a 2" x 2" grid mat floor tile in the master bath shower floor. Color will be A24 Almond Frost by American Olean.	\$ 450.00
2. Buyer shall receive a 5% discount of all options purchased through Seller. Option #1 total is \$ 450.00 x 5% = \$ 22.50.	CREDIT (\$ 22.50)

"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 50% OF THE ORIGINAL COST."

For the total Sum of: Four Hundred Forty Five Dollars Fifty Cents \$ 445.50

Cash or Buyer's Check at Signing of this Exhibit C:

\$ 0.00

Cash or Buyer's Certified Check at Settlement:

\$ 445.50

BUYER: Rue Mc Guinnis DATE: 9-1-2004
 BUYER: W.R. Hughes DATE: _____
 SELLER: DBD DATE: 9/20/04
 SELLER: _____ DATE: _____

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information differently than non-confidential information. Case Records of the Appellate and Trial Courts that require filing confidential information differently than non-confidential information. Case Records of the Appellate and Trial Courts that require filing confidential information differently than non-confidential information.

<http://www.elsevier.com/locate/EXCSDK>

EXHIBIT "C"

Project: Bethel Knoll

Exhibit No.: 9

Lot No.: 5

Model: Newbury Country Manor

The AGREEMENT OF SALE made the 1st day of October, 2003, A.D. between W.B. HOMES, INC. and William & Rose Marie McGinnis, BUYER, concerning the above-referenced lot and model is hereby modified as follows:

BUYER hereby authorizes and offers to SELLER the right to make the following construction changes and additions to and to the new home to be constructed for the BUYER on the captioned premises. All Exhibit "C" construction change orders are subject to final approval of the SELLER. SELLER's responsibility for completion of any option shall be limited to the cost paid by BUYER, and any such omission shall not invalidate the Agreement.

DESCRIPTION

AMOUNT

1. Delete Exhibit C; Exhibit #7; Items #1 and #2 calling for additional electrical outlets for audio system. These items have already been paid for, or are included in the standard features.

CREDIT (\$ 570.00)

"ANY OPTIONS WHICH ARE PURCHASED BY BUYER AND LATER DELETED BY THE BUYER SHALL BE CREDITED AT ONLY 85% OF THE ORIGINAL COST."

For the total Credit of: Five Hundred Seventy Dollars (\$ 570.00)

Cash or Buyer's Check at Signing of this Exhibit C:	\$	0.00
---	----	------

Credit at Settlement: (\$ 570,00)

BUYER: Rene M. Gurno DATE: 9-15-2004

BUYER: _____ DATE: _____

SENDER: DSO DATE: 9/20/04

SELLER: _____ DATE: _____

Quest 2016-2017 to Division of Emergency Care Proficiency on January 19, 2017. The fee certifies that this aligns with the provisions of the Public Access Policy of the United States Coast Guard, 33 CFR 1.101-10. The fee also certifies that the information and documents submitted are true and accurate, and that the information and documents submitted are not for confidential information and documents.

EXHIBIT I

Case# 2018-19272-100 District Court at Worcester, County of Worcester, State of Massachusetts
 Unified Judicial System of Massachusetts
 \$2.00 Fee
 The filer certifies that this filing complies with the provisions of the Judicial Branch of the Unified Judicial System of Massachusetts that require filing confidential information and documents differently than non-confidential information and documents: ☐ Yes ☒ No

1054

**RESIDENTIAL NEW
APPLICATION FOR A USE AND OCCUPANCY PERMIT**

FILE # 2018-00025-043 **BLDG PERMIT # 6485**

APPLICANT ERIC & ERIK HARRIS

Location is hereby made for a permit for Use and Occupancy of a structure and/or premises or lot, as follows: (Identify and describe the use and/or lot, use proposed, and its best use and approximate date):

ERIC & ERIK HARRIS

LOCATION OF STRUCTURE, OR STRUCTURE'S ADDRESS 1075 MIDDLEFIELD WAY

OWNER ERIC & ERIK HARRIS

NAME OF NEW OWNER OF RECORD _____

PERMIT ISSUED WITH NO CONDITIONS ☐

PERMIT ISSUED WITH CONDITIONS SEE ATTACHED SHEET ☒

Owner and Applicant agree that if the permit is issued, not to hold the Township liable in any manner whatsoever in the Use and/or Occupancy of the above referenced matter.

DATE 11/16/18 **SIGNATURE OF APPLICANT** [Signature] **E.H. HARRIS, JR.**

PERMIT

The above requested Use and Occupancy seems to be substantially in conformance with alleged uses in the district in which it is made, or has been duly granted by the Zoning Hearing Board (ZHB), permission is hereby granted for the use and occupancy of the lot so long as pertinent State and Township regulations (including any conditions that might have been imposed by the regulatory authority) are complied with. Furthermore, this Permit is issued without assuming any liability in any manner whatsoever, on the part of the Township of Worcester, or its agents.

DATE 11/16/18 **[Signature]**
 (Authorized agent for Worcester Township)

Section 2604 and as amended by Ordinance No. 115 of the Zoning Ordinance: A Use and Occupancy permit shall be required in any of the following:

- A. Use and Occupancy of any building or other structures hereafter erected or altered.
- B. Changes in use of any building or structure.
- C. Use of land or change in use thereof, except that the placing of vacant land under cultivation shall not require a use and occupancy permit.
- D. Change in use or extension of a non-conforming use.

It is unlawful for any person to use or occupy any building or other structure or until a use and occupancy permit has been duly obtained.

EXHIBIT J

Case# 2018-19272-100 Certified to Montgomery County, Pa. by the Unified Judicial System of Pennsylvania on 09/07/21 at 12:45 PM. Fee: \$10.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania's Case Management Conference orders: (a) the filing is in the public domain; (b) the filing is not otherwise exempt from public access; and (c) the filing is not otherwise exempt from public access.

DE BK05624-064
2004220008 14000004 082231 AM2
POT FEE: \$48.00 LCL TAX: \$0.00 M1 RT TAX: \$0.00 M1
NORTH PENN ABSTRACT CO.
41467
Return To: North Penn Abstract Co.
35 Green Street, Lansdale, PA 19444

This Indenture Made the 19th

day of ~~November~~ ^{June} 2005
in the year of our Lord two thousand five

Between

Penn Gwyn, L.P., a PA Limited Partnership

(hereinafter called the *Grantor(s)*, of the one part), and

William McGinnis and Rose Marie McGinnis, Husband and Wife

(hereinafter called the *Grantee(s)*, of the other part)
Witnesseth That the said *Grantee(s)* formed in consideration of the sum of Five Hundred and no/100 Dollars lawful money of the United States of America, unto them well and truly paid by the said *Grantor(s)*, at and before the signing and delivery of these presents, the sum of Five Hundred and no/100 Dollars lawful money of the United States of America, unto them well and truly paid by the said *Grantee(s)*, and have granted, conveyed, sold, aliened, assigned, released and confirmed, and by these presents do grant, convey, sell, alien, assign, release and confirm unto the said *Grantee(s)* hereunto fully and lawfully, so much by the said

2018-19272-100
67-08-0008 04-P WORKLIST
14-000004
PENN GWIN, L.P.
B 0.05 L 0.00 L 5 2101 DATE: 11/19/2018

Premises known as: 2575 Mulfield Way
Worcester Township, Montgomery County, PA

NORTH PENN ABSTRACT CO.
41467

ALL THAT CERTAIN lot or plots of ground situate in the Township of Worcester, County of Montgomery and Commonwealth of Pennsylvania being bounded and described according to a Subdivision Plan of Parcel (K201) made by Schuster & Cline, Consulting Engineers, Inc., dated 4/28/2002 and last revised 10/22/2003 and recorded in the Office of the Recorder of Deeds of Montgomery County at Harrisburg, Pennsylvania in Plan Book 22 page 174, as follows to wit:

BEGINNING at a point on the Southwesterly side of Mulfield Way (old 4th St.) (vacuum widening), said point being a corner of Lot 44, thence extending from said point and place of beginning and extending along Lot 44 South 25 degrees 23 minutes 58 seconds East 280.63 feet to a point a corner in line of South now or late of P. Edward and Deborah J. Lavalley; thence extending along the same and also extending along inside now or late of Eves S. and Rosemarie Kovachy South 45 degrees 28 minutes 27 seconds West 139.40 feet to a point a corner in line of South now or late of Margaret C. Owen and Gale C. Horsey thence extending partly along the same North 45 degrees 35 minutes 50 seconds West 232.77 feet to a point a corner of Lot 46, thence extending along the same North 31 degrees 03 minutes 29 seconds East 341.50 feet to a point of curve on the Southwesterly side of Mulfield Way (old 4th St.) thence extending along the same and also extending along the Southwesterly side of Mulfield Way (old 4th St.) to the west end of a chain survey to the left having a length of 50.00 feet the arc distance of 30.00 feet to the point and place of beginning.

Being Lot No. 5

Being County Parcel No. 67-00-00325-04-9

BEING PART OF THE SAME Parcel which Robert F. Muter and Diana L. Muter, Husband and Wife by Indenture bearing date the 08th day of December, 2003 and recorded on the 16th day of January, 2004 in the Office of the Recorder of Deeds, in and for the County of Montgomery in Dead Book No. 5494 page 1549, granted and conveyed unto Penn Gwyn, L.P., a PA Limited Partnership, in fee.

BEING PART OF THE SAME Parcel which Elmer R. Muter and Elmer Lee Muter, Husband and Wife by Indenture bearing date the 08th day of December, 2003 and recorded on the 16th day of January, 2004 in the Office of the Recorder of Deeds, in and for the County of Montgomery in Dead Book No. 5494 page 1547, granted and conveyed unto Penn Gwyn, L.P., a PA Limited Partnership, in fee.

UNDER AND SUBJECT to Restrictions of Record.

[illegible]

NORTH RIVER, NEW YORK 10001

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, fences, walls, gates, privies, outhouses, and appurtenances, and the right and privilege of way and passage over the lands and premises hereby granted, together with the hereby granted premises, buildings, and all the contents, fixtures, furniture, household goods and chattels, and, rights, debts and credits thereof, and all the contents, crops, mills, interest, property, claims and demands whatsoever, of the said Grantee(s), as well of him or its equity, or persons claiming of, in, and to the same and every part thereof.

To have and to hold the said lots or pieces of ground described with the buildings and improvements therein decreed, hereditaments and premises hereby granted, or mentioned and intended to be, with the appurtenances, unto the said Grantee(s) his/her/their heirs and assigns be it for the only proper and lawful use of the said Grantee(s), his/her/their heirs and assigns, forever, as tenants by the entirety.

[illegible]

In Winter 1979, the mid portion of this first part is shown present. However, because of difficulties with the film, the end of the first part is not shown.

**Signed, Sealed and Delivered
IN THE PRESENCE OF US:**

**Therapy Development Corp., General Partner of
Fidelity Capital, L.P.**

John D. Royl. Nichols
John D. Royl. Nichols
Vice President

State of Pennsylvania)
County of Montgomery) ss.

On this, the 14th day of November, before me, a Notary Public in and for the State of California, personally appeared John D. Boyd, who acknowledged himself to be the Vice President of Thrifty Development Corp., a corporation and General Partner of Pineda Greys, L.P. and that he as such Officer being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

6. Conclusions and Outlook

Federal Road
 11th & 12th, Valley Forge
 North Union, Pa. 15456-0001
 My Government Expires Apr. 14, 2000

DEED

Book Title, Author, & ISBN Number

施

Abstract The purpose of this study was to determine the effect of a 12-week training program on the physical fitness of 100 male and 100 female students. The study was conducted in a high school in Ankara, Turkey. The students were divided into two groups: a control group and an experimental group. The experimental group participated in a 12-week training program, while the control group did not. The physical fitness of the students was measured at the beginning and end of the study. The results showed that the experimental group had significantly higher levels of physical fitness than the control group at the end of the study. The training program was effective in improving the physical fitness of the students.

North Penn Abstract Co., Inc.
35 Green Street
P.O. Box 2
Lansdale, PA 19446

The production of the white paper (Green et al., 2000)

2573 Muesfeld Way
Sanadale, NY 19446
On behalf of the Plaintiff

Case# 2018-19272-100 Generated at Montgomery County Circuit Court on 05/07/2020 14:42 PM. The filer certifies that this filing complies with the provisions of the Federal Judicial System's Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT K

Case# 2018-19272-100 Generated at Montgomery County Circuit Court on 05/07/2020 14:42 PM. The filer certifies that this filing complies with the provisions of the Federal Judicial System's Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT "A" HOMEBOWNER'S SERVICE POLICY & HOMEBOWNER'S FIVE (5) YEAR WARRANTY

HOMEBOWNER'S SERVICE POLICY

W.R. Homes, Inc. has strived to construct your new home carefully and in full accordance with accepted home building practices. We have performed continuous inspections along its development and, where required, your home has been certified by local building inspectors. However, as with any newly constructed product, your home may need some minor adjustments and corrections. Our philosophy is aimed at continuing to satisfy homeowners after settlement as well as before.

As with any efficiently run business, however, we find it necessary to adhere to specific rules and ~~business which will hopefully expedite our service and your satisfaction. Our process helps lessen the possibilities of errors or misunderstandings regarding our service policy. We, therefore, ask for your help. Please follow the procedures outlined below so that a coordinated and cooperative effort can be made in servicing your new home.~~

SERVICE PROCEDURES:

Your strict compliance with the following procedures are required for maximum benefits.

1. **PRE-SETTLEMENT WALK THRU:** Just prior to possession of your home, we will meet you at our home for the purpose of introducing you to any of the important working elements, including appliances, plumbing, electrical, heating and cooling systems, and other interior and exterior features. You'll also learn about your carpeting, painting and movable parts such as windows and doors.

~~During your Pre-Settlement Walk Thru, together we will pinpoint items that may need additional attention and make arrangements to have them corrected. One of the main objectives of the Pre-Settlement Inspection is to call out any "scratches, marks or imperfections" in any finished materials such as masonry, plumbing fixtures, countertops, flooring, etc., that exist prior to settlement. Unless there are "scratches, marks or imperfections" noted on Pre-Settlement Inspection Form, it will be assumed that none exist.~~

~~At the conclusion of the "Walk Thru", you will be asked to sign a list acknowledging what items need additional attention. Every effort will be made to complete these repairs within thirty (30) days.~~

~~At this time, we'll also answer any questions that you may have and make sure you understand the proper warranty procedures for covered components parts and all covered aspects of construction.~~

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

We're sure you will find your Pre-Settlement Walk Thru an informative experience. When we hand you your keys, we want you to feel as confident as we do that your new home will bring you many years of comfort and happiness.

2. **POST SETTLEMENT LIST (FINAL LIST):** After you move into your home, you may find some items that require additional attention. Instead of submitting individual request forms for each item, we ask that you wait until you've been in your home at least sixty (60) days, but no longer than 11 months. At any time within that 9 month window, but preferably after your home has gone thru one (1) complete heating season, please send us a single list of items that you believe require correction and are covered by your Warranty. It is important that you read your warranty thru prior to preparing your Post Settlement List to make sure the items you listed are covered by your warranty.

Please understand that this "POST SETTLEMENT LIST" is the final list we do. If you choose to send in your Post Settlement List sooner rather than waiting until the 11 months mark, your house may not be done settling and drying out. Therefore you may have additional settlement cracks, nail pops, etc. which will be your responsibility to correct. We strongly suggest waiting until your home has gone thru one complete heating season before sending us your Post Settlement List.

To ensure accurate communications and minimize misunderstandings, please submit all service requests in writing, not by telephone. With the exception of emergencies (see below), only written requests will be accepted.

Upon receipt of your "Post Settlement" list, (if necessary) we will make an appointment to examine the items on your post settlement list to determine the items that are covered by warranty and make an appointment to perform the necessary service. Please be sure that you have thoroughly read through your Warranty documents before preparing your "Post Settlement" list to confirm that the items you are listing are our responsibility under the Warranty. Upon completion of the service work, you will be asked to sign a "sign off" sheet acknowledging that the work has been completed to your satisfaction.

3. **IN CASE OF EMERGENCY:** Of course, emergency repairs takes full priority! These are conditions that either make the house unlivable or can cause further damage if not handled immediately.

At your Pre-Settlement Walk Thru, you will be provided with an "Emergency Contractor's List". Emergency calls should be reported directly to the W.B. Homes, Inc. office first. Only if you have not been able to contact a W.B. Homes representative should your calls be placed directly with the contractor's on the Emergency List. Miscellaneous warranty items should never be phoned in directly to contractors. If it is necessary for you to use the Emergency List, please make sure that W.B. Homes, Inc. is notified of all such emergency requests on the following business day.

4. **THIS WARRANTY IS NOT TRANSFERABLE.**

2

HOMEOWNER'S FIVE (5) YEAR WARRANTY

W.B. HOMES, INC. agrees to correct any item in your home which does not meet the standards as indicated on the attached sheets.

Please note that the Terms of this Warranty will last for five (5) years from the date you receive "Final Settlement" for items under the category of "Major Structural Defects", as listed on pages #39 - #40. The term of the Warranty for all other topics within this Warranty is one (1) year from the date of "Final Settlement".

TOPIC: Site Work

SITE GRADING

Possible Deficiency:

Settling of ground around foundation, utility trenches or other areas.

Performance Standard:

Settling of ground around foundation walls, utility trenches or other filled areas.

Responsibility:

Settlement can and often does occur around foundations and utility trenches after the first year. It is the Homeowner's responsibility to enter the grade in these areas periodically to maintain positive grade and water flow away from the home. Failure to do this can and often does affect the structure adversely.

SITE DRAINAGE

Possible Deficiency:

Improper drainage of the site.

Performance Standard:

The necessary grades and easels shall have been established by the Builder to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in areas which drain other areas, or in areas where easy runoff discharge may be wet and can be anticipated to remain wet for a longer period. The possibility of standing water after an

3

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

unusually heavy rainfall should be anticipated by the Homeowner. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility:

The Builder is responsible only for initially establishing the proper grades and swales. Owner is responsible for maintaining such grades and swales once they have been properly established by the Builder.

TOPIC: Shrubs, Trees, Grass, Plantings

LANDSCAPING

Possible Deficiency:

Shrubs, Trees, Plantings, Lawn die

Responsibility:

Builder will remove dead plantings and replace provided Homeowner has taken proper efforts to water and care for them.

Lawn Care:

It is the homeowners responsibility to water and propagate growth of lawn. The quality and quantity of growth is in direct proportion to the amount of effort of fertilizing, weeding, over seeding, and watering by the homeowner and is the homeowners responsibility.

TOPIC: Concrete

Discoloration of Stone or Brick

Effervescence in brick and stone can cause staining or discoloration. The etching of effervescence is a natural process.

Responsibility:

Builder is not responsible for discoloration or staining of stone or brick.

Discoloration of Concrete

Responsibility:

Builder is not responsible for discoloration or staining of concrete. In the event of a repair builder can not be responsible for any color variation.

EXPANSION AND CONTRACTION JOINTS

Possible Deficiency:

Separation or movement of concrete slabs within the structure at expansion and contraction joints.

Performance Standard:

Concrete slabs within the structure where designed to move at expansion and contraction joints.

Responsibility:

None

CAST-IN-PLACE CONCRETE

Possible Deficiency:

Cracks in sidewalk concrete. Sidewalk concrete cracks shall not exceed 1/8" in width or 1/4" in vertical displacement.

Responsibility:

Builder will repair or replace. Builder can not be responsible for color variation.

Possible Deficiency:

Basement or foundation wall cracks.

Performance Standard:

Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width shall be repaired.

Responsibility:

Builder will repair cracks in excess of 1/8 inch width.

Possible Deficiency:

Cracking of basement floor.

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Performance Standard:

Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility:

Builder will repair cracks exceeding maximum tolerance by surface patching or other methods as required.

Possible Deficiency:

Cracking of slab in attached garage.

Performance Standard:

Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.

Responsibility:

Builder will repair cracks exceeding maximum tolerance by surface patching or other methods as required.

Possible Deficiency:

Uneven concrete floors/slabs.

Performance Standard:

Damage to basement floors or where a floor or portion of floor has been designed for specific damage purposes, concrete floor in rooms designed for habitability shall not have pits, dips, stains or areas of unevenness exceeding 1/4 inch in 36 inches.

Responsibility:

Builder will correct or repair to meet the Performance Standard.

Possible Deficiency:

Cracks in concrete slab-on-grade floors with finish flooring.

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Performance Standard:

Cracks which rupture the finish flooring material shall be repaired.

Responsibility:

Builder will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place (See also "Finishes.")

Possible Deficiency:

Pitting, scaling or spalling of concrete.

Performance Standard:

Concrete suppliers will not guarantee their product to us and we can not guarantee it to you. Any repair and/or replacement of concrete due to scaling or pitting will be the responsibility of the Homeowner.

Responsibility:

None

Possible Deficiency:

Settling, heaving, or separating of stoops, sets, or garage floors.

Performance Standard:

Stoops, steps or garage floors shall not settle, heave, or separate in excess of 1 inch from the house structure.

Responsibility:

Builder will take whatever corrective action is required to meet the Performance Standard.

Possible Deficiency:

Standing water on stoops.

Performance Standard:

Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated (generally no more than 24 hours).

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Responsibility:

Builder shall take corrective action to assure drainage of steps and stoop.

DRIVEWAY BLACK TOP:

Possible Deficiency:

Black top surface damage.

Responsibility:

When black top is hot, surface damage can result from turning of wheel of vehicle and is the homeowners responsibility. Heavy vehicles on black top can result in depressions in driveway and is the homeowners responsibility. It is recommended that homeowners seal driveway within the first year.

TOPIC: Masonry

UNIT MASONRY

Possible Deficiency:

Basement of foundation wall cracks.

Performance Standard:

Small cracks not affecting structural integrity are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 in width shall be repaired.

Responsibility:

Builder will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year warranty period.

Possible Deficiency:

Cracks in masonry walls or veneer.

Performance Standard:

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Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive.

Responsibility:

Builder will repair cracks in excess of 1/8 inch by pointing or patching. These repairs shall be made during the first year warranty period. Builder will not be responsible for color variation between old and new mortar.

TOPIC: Marble

COVERAGE: 1st Year Only

Possible Deficiency:

Marble is not smooth and has veins in it.

Responsibility:

Marble is a natural product and will have veins running throughout, this will result in an uneven surface and is not considered a deficiency.

Possible Deficiency:

Cracks in marble

Responsibility:

Cracks not reported at closing are the homeowners responsibility.

TOPIC: Wood and Plastic

ROUGH CARPENTRY

Possible Deficiency:

Floor squeak or subfloor appears loose.

Performance Standard:

Floor squeaks and loose subfloor are often temporary conditions common to new home construction, and a squeak proof floor can not be guaranteed.

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Responsibility:

Builder will correct the problem only if caused by an underlying construction defect.

Possible Deficiency:

Uneven wood floors.

Performance Standard:

Floors shall not have more than 1/4 inch ridge or depression within any 32 inch measurement when measured parallel to the joists. Allowable floor joist ceiling joist deflections are governed by the Approved building code.

Responsibility:

Builder will correct or repair to meet Performance Standard.

Possible Deficiency:

Bowed walls.

Performance Standard:

All interior and exterior walls have slight variations on their finished surface. Bowing of walls should not exceed four or blamish the wall's finished surface. Walls should not bow more than 1/4 inch over of this within any 32 inch vertical measurement parallel to the wall.

Responsibility:

Builder will repair to meet Performance Standard.

Possible Deficiency:

Out-of-plumb walls.

Performance Standard:

Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

Responsibility:

Builder will repair to meet the Performance Standard.

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Wood Decks: Wood decks made from pressure treated and cedar can and will check and crack. Handmade wood stair and all decks rail, stairs etc., with an approved wood-stair.

Builder Responsibility: None

FINISH CARPENTRY (INTERIOR)

Possible Deficiency:

Railing becomes unstable

Performance Standard:

Hand railings are designed and installed for normal residential use by the occupants and guests. Excessive forces or abuse such as climbing, hanging, jumping may cause certain railing parts to loosen and become unsafe over time.

Responsibility:

Builder will repair within first year only.

Possible Deficiency:

Poor quality of interior trim workmanship.

Performance Standard:

Joints in molding or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility:

Builder will repair defective joints, as defined. Caulking is acceptable.

FINISH CARPENTRY (EXTERIOR)

Possible Deficiency:

Poor quality of exterior trim workmanship.

Performance Standard:

Joints between exterior trim elements, including siding and soffit, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, soffit and siding shall be capable of performing its function to exclude the elements.

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Responsibility:

Builder will repair open joints, as defined. Caulking is acceptable.

TOPIC: Thermal & Moisture Protection

SUMP PUMPS:

Sump pumps should be periodically checked to ensure proper operation. This is especially true during winter and during periods of heavy snow melting. Sump pump can stop during normal operation and sometimes the floor will leak. If not periodically checked by the homeowner, Areas of discharge can be expected to leave a wet area.

Responsibility:

It is the Homeowner's responsibility to ensure proper operation of sump pumps and that floats operate without obstruction.

Possible Deficiency:

Water in the trough

Responsibility:

The trough is designed to carry water to the sump pump. Water can be anticipated in the trough and is not considered a deficiency.

WATERPROOFING

Possible Deficiency:

Leaks in basement.

Performance Standard:

Leaks resulting in actual dripping of water shall be repaired. Leaks caused by improper landscaping installed by Owner or failure of Owner to maintain proper grade are not covered by the Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.

Responsibility:

Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from Owner action or negligence.

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INSULATION

Possible Deficiency:

Insufficient insulation.

Performance Standard:

Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility:

Builder will install insulation in sufficient amounts to meet Performance Standard.

LOUVERS AND VENTS

Possible Deficiency:

Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard:

Attic vents and/or louvers must be provided in order to properly ventilate your house.

Responsibility:

None.

ROOFING AND SIDING

Roofing and siding are designed to resist precipitation under NORMAL weather conditions. High and gusty winds can cause shingles and siding to become loose and remove them from their fasteners.

Possible Deficiency:

Shingle/siding becomes unfastened.

Responsibility:

Shingles / Siding will be repaired within first year only.

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Possible Deficiency:

Ice build-up on roof.

Performance Standard:

During prolonged cold spells, ice build-up is likely to occur on the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.

Responsibility:

It is the Homeowner's responsibility to remove snow and ice build-up that can cause ice damming. Prevention of ice build-up on the roof is on Owner's maintenance responsibility.

Possible Deficiency:

Roof or flashing leaks

Performance Standard:

Roof or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Owner's actions or negligence.

Responsibility:

Builder will repair any verified roof or flashing leaks not caused by ice build-up or Owner's actions or negligence.

Possible Deficiency:

Standing water on flat roof.

Performance Standard:

Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

Responsibility:

Builder will take corrective action to assure proper drainage of roof.

Possible Deficiency:

Delamination of veneer siding or joint separation.

Performance Standard:

All siding shall be installed according to the manufacturer's and industry's accepted standards. Separation and delamination shall be repaired or replaced.

Responsibility:

Builder will repair or replace siding as needed unless caused by Owner's neglect to maintain siding properly. Repaired area may not match its color and/or texture. For surfaces requiring paint, Builder will prime only the new materials. The Owner can expect that the newly painted surface may not match original surface in color.

GUTTERS

Possible Deficiency:

Gutters and/or downspout leak.

Performance Standard:

Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility:

Builder will repair leaks. It is the Homeowner's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

Possible Deficiency:

Water standing in gutters.

Performance Standard:

When gutter is unobstructed by debris, the water level shall not exceed one (1) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain section of gutters immediately after a rain.

Responsibility:

Builder will correct to meet Performance Standard.

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SEALANTS

Possible Deficiency:

Leaks in exterior walls due to inadequate caulking.

Performance Standard:

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Responsibility:

Builder will repair and/or seal joints or cracks in exterior wall surfaces in regard to correct deficiencies once, during the first year Warranty period. Even properly installed caulking will shrink and must be maintained by the homeowner during the life of the home.

TOPIC: Door and Windows

WOOD AND PLASTIC DOORS

Possible Deficiency:

Warpage of exterior doors.

Performance Standard:

Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or come to lie within tolerance of exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility:

Builder will correct or replace and refinish defective doors, during the first year Warranty period.

Possible Deficiency:

Warpage of interior passage and closet doors.

Performance Standard:

Interior doors (full opening) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch).

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Responsibility:

Builder will correct or replace and refinish defective doors to match existing doors as closely as possible, during the first year Warranty period.

Possible Deficiency:

Shrinkage of inset panels show raw wood edges.

Performance Standard:

Panel will shrink and expand, and may expose unpainted surface.

Responsibility:

None.

Possible Deficiency:

Split in door panel.

Performance Standard:

Split panel shall not allow light to be visible through the door.

Responsibility:

Builder will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year Warranty period.

Hardware, Fixtures, Room Hardware

Door knobs, pull plates, handles, screws, etc., will tarnish and can pit, stain, or rust. This is especially true for any brass on the exterior of the house, because the acid rain and weather conditions cause the erosion of brass fixtures and hardware.

GLASS

Possible Deficiency:

Broken or scratched glass.

Performance Standard:

None.

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Responsibility:

Broken or scratched glass not reported prior to settlement is the homeowners responsibility.

Possible Deficiency:

Moisture buildup on inside of skylight.

Responsibility:

Because bedrooms have large amount of moisture in them and heat, it is not uncommon to have moisture build up on the glass of skylights. Gravity can then cause it to run down and drip and is not considered a defect. It is the homeowners responsibility to remove this moisture (running fan during use will help).

Bathroom Exhaust Fans:

Must have drain system in place to allow moisture to be removed and to prevent moisture and odors from entering the home.

GARAGE DOORS ON ATTACHED GARAGE

Possible Deficiency:

Garage doors fail to operate properly, under normal use.

Performance Standard:

Garage doors shall operate properly.

Responsibility:

Builder will correct or adjust garage doors as required, except where the cause is determined to result from Owner actions or negligence.

Possible Deficiency:

Garage doors allow entrance of snow or water.

Performance Standard:

Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility:

Builder will adjust or correct garage doors to meet manufacturer's recommendations.

WOOD, PLASTIC AND METAL WINDOWS

Possible Deficiency:

Moisture between panes of glass

Responsibility:

If the seal of glass to glass has been determined to have been broken. Glass will be repaired in the first year only.

Possible Deficiency:

Malfunction of windows.

Performance Standard:

Windows shall operate with reasonable ease, as designed.

Responsibility:

Builder will correct or repair as required.

Possible Deficiency:

Condensation and/or frost on windows.

Performance Standard:

Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climate/humidity conditions, created by the Homeowner within the home.

Responsibility:

Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.

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WEATHER-STRIPPING AND SEALS

Possible Deficiency:

Air infiltration around doors and windows.

Performance Standard:

Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

Responsibility:

Builder will adjust or correct poorly fitted doors, windows, or poorly fitted weather-stripping.

TOPICAL FINISHES

LATH AND PLASTER

Possible Deficiency:

Cracks in interior wall and ceiling surfaces.

Performance Standard:

Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility:

Builder will repair cracks exceeding 1/8 inch in width as required; one time only, during the first year Warranty period. (See also "Painting").

GYPSON WALLBOARD

Possible Deficiency:

Defects which appear during first year of Warranty such as nail pops, blisters in tape, or other blemishes.

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Performance Standard:

Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.

Responsibility:

Builder will repair only cracks exceeding 1/8 inch in width, one time only, during the first year Warranty period. (See also "Painting").

CERAMIC TILE

Possible Deficiency:

Ceramic tile cracks or becomes loose.

Performance Standard:

Ceramic tile shall not become loose.

Responsibility:

Builder will re-secure loose tiles unless the defects were caused by the Owner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile. Builder will not replace cracked tiles, if not noted during initial walk thru of house.

Possible Deficiency:

Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bath tub.

Performance Standard:

Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.

Responsibility:

Builder will repair grouting if necessary; one time only, during the first year Warranty period. Builder will not be responsible for color variations or discontinued colored grout. Regrouting of these cracks is a maintenance responsibility of the Homeowner within the life of the home.

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FINISHED WOOD FLOORING

Possible Deficiency:

Cracks developing between floor boards.

Performance Standard:

Cracks in excess of 1/8 inch in width shall be corrected.

Responsibility:

Builder will repair cracks in excess of 1/8 inch within the first year Warranty period, by filling or replacing, at Builder's option.

RESILIENT FLOORING

Possible Deficiency:

Nail pops appear on the surface of resilient flooring.

Performance Standard:

Readily apparent nail pops shall be repaired.

Responsibility:

Builder will correct nail pops which have broken the surface. Builder will repair or replace, at Builder's option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.

Possible Deficiency:

Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard:

Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at the end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

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Responsibility:

Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder will not be responsible for discontinued patterns or color variations in flooring covering.

Possible Deficiency:

Resilient flooring loses adhesion.

Performance Standard:

Resilient flooring shall not lift, bubble or become unglued.

Responsibility:

Builder will repair or replace, at Builder's option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Owner neglect or abuse.

Possible Deficiency:

Seams or shrinkage gaps shown at resilient flooring joints.

Performance Standard:

Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility:

Builder will repair or replace, at Builder's option, the affected resilient flooring as required. Builder will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Owner neglect or abuse.

PAINTING

Possible Deficiency:

Exterior paint or stain peels, deteriorates or fades.

Performance Standard:

Exterior paints or stains should not fail during the first year Warranty period. However, fading is normal and the degree is dependent on climatic conditions.

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Responsibility:

If paint or stain is defective, Builder will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of wall area, the whole area will be refinished.

Possible Deficiency:

Painting required as corollary repair because of other work.

Performance Standard:

Repairs required under this Warranty shall be finished to match surrounding areas as closely as practicable. Builder will not be responsible for color variations.

Responsibility:

Builder will finish repair areas as indicated.

Possible Deficiency:

Deterioration of varnish or lacquer finished.

Performance Standard:

Natural finishes on interior woodwork shall not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.

Responsibility:

Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.

Possible Deficiency:

Bleed through of paint.

Performance Standard:

Sap in wood can bleed through paint and cause slight beaming. This is a natural process which Builder has no control.

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Responsibility:

None

Possible Deficiency:

Mildew or fungus on painted surfaces.

Performance Standard:

Mildew or fungus will occur on a painted surface if the structure is subject to abnormal exposures (i.e., rot, mold, insects, leaks, or other factors).

Responsibility:

Mildew or fungus formation is a condition Builder can not control and is a homeowner maintenance item, unless it is a result of non-compliance with other sections of the Quality Standards.

WALL COVERING

Possible Deficiency:

Peeling of wall covering.

Performance Standard:

Peeling of wall covering shall not occur.

Responsibility:

Builder will repair or replace defective wall covering applications.

Possible Deficiency:

Edge mismatching in pattern of wall covering.

Performance Standard:

None.

Responsibility:

None.

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CARPETING

Possible Deficiency:

Open carpet seams.

Performance Standard:

Carpet seams will show. However, no visible gap is acceptable.

Responsibility:

Builder will correct.

Possible Deficiency:

Carpeting becomes loose, seams separate or stretching occurs.

Performance Standard:

Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.

Responsibility:

Builder will re-stretch or re-secure carpeting as needed, if original installation was performed by Builder.

Possible Deficiency:

Spots on carpet, minor fading.

Performance Standard:

Exposure to light may cause spots on carpet and/or minor fading.

Responsibility:

None.

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SPECIAL COATINGS

Possible Deficiency:

Stucco discoloration.

Performance Standard:

Rain and minerals from run can cause discoloration on stucco.

Responsibility:

Builder can not be responsible for discoloration of stucco.

Possible Deficiency:

Cracks in exterior stucco wall surfaces.

Performance Standard:

Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility:

Builder will repair cracks exceeding 1/8 inch in width, one time only, during the first year Warranty period.

TOPIC: Specialties

LOUVERS AND VENTS

Possible Deficiency:

Inadequate ventilation of attics and crawl spaces.

Performance Standard:

Attic and crawl spaces shall be ventilated as required by the approved building code.

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Responsibility:

The Builder shall provide for adequate ventilation. Builder will not be responsible for Homeowner alterations to the original system.

FIREPLACES

Possible Deficiency:

Fireplace or chimney does not draw properly.

Performance Standard:

A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.

Responsibility:

Builder will determine the cause of malfunction and correct, if the problem is one of design or construction of the fireplace.

Possible Deficiency:

Chimney separation from structure to which it is attached.

Performance Standard:

Newly built fireplaces will retain eight eighths of separation. Separation shall not exceed 1/8 inch from the main structure in any 10 foot vertical measurement.

Responsibility:

Builder will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

Possible Deficiency:

Firebox paint changed by fire.

Performance Standard:

None.

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Responsibility:

None. Heat from fires will alter finish.

Possible Deficiency:

Cracked firebrick and mortar joints.

Performance Standard:

None.

Responsibility:

None. Heat and flames from "roaring" fires cause cracking.

TOPIC: Equipment

RESIDENTIAL EQUIPMENT

Possible Deficiency:

Kitchen cabinet malfunctions.

Responsibility:

Builder will not be responsible for leaks or cracks after first occupancy.

Possible Deficiency:

Cracks, joint delamination and chips on countertops.

Performance Standard:

Countertops fabricated with high pressure laminate coverings shall not delaminate.

Responsibility:

Builder will repair or replace delaminated coverings to meet specified criteria. Builder will not be responsible for chips and cracks noted following first occupancy.

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Possible Deficiency:

Granite countertops are a natural product and may crack.

Responsibility:

None.

Possible Deficiency:

Kitchen cabinet malfunctions.

Performance Standard:

Workpage not to exceed 1/4 inch as measured from face frame to point of furthestmost warpage with door or drawer front in closed position.

Responsibility:

Builder will correct or replace doors or drawer fronts.

Possible Deficiency:

Gap between cabinets, ceiling or walls.

Performance Standard:

Acceptable tolerance 1/4 inch in width.

Responsibility:

Builder will correct to meet Performance Standard.

TOPIC: Mechanical

WATER SUPPLY SYSTEM

Possible Deficiency:

Plumbing pipes freeze and burst.

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Performance Standard:

Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.

Responsibility:

Builder will correct situations not meeting the code. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.

PLUMBING

Possible Deficiency:

Faucet or valve leak.

Performance Standard:

No valve or faucet shall leak due to defects in material or workmanship.

Responsibility:

Builder will repair or replace the leaking faucet or valve.

Possible Deficiency:

Defective plumbing fixtures, appliances or trim fittings.

Performance Standard:

Fixtures, appliances or fittings shall comply with their manufacturer's standards.

Responsibility:

Builder will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.

Possible Deficiency:

Not lay water pipes.

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions (Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information. The filer certifies that this filing complies with the provisions of the Access to Justice Project of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information.

Performance Standard:

There will be some noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.

Responsibility:

Builder can not remove all noises due to water flow and pipe expansion. Builder will correct to eliminate "water hammer".

Possible Deficiency:

Discolored plumbing fixtures, appliances or trim fitting.

Performance Standard:

Disinfectants, abrasives, cleaners, soaps and minerals in water can discolor plumbing fixtures, appliances and trim.

Responsibility:

Builder can not be responsible for discoloration that happens after the initial walk through.

Possible Deficiency:

Cracking or chipping of porcelain or fiberglass surfaces.

Performance Standard:

Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.

Responsibility:

Builder will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.

HEATING

Possible Deficiency:

Inadequate heating.

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Performance Standard:

Heating system shall be capable of producing an inside temperature of 70 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility:

Builder will correct heating system to provide the required temperatures. However, Owner shall be responsible for balancing dampers, registers and other minor adjustments.

REFRIGERATION

Possible Deficiency:

Inadequate cooling.

Performance Standard:

Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees Fahrenheit, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees Fahrenheit, a differential of 15 degrees Fahrenheit from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility:

Builder will correct cooling system to meet temperature conditions, in accordance with specifications.

CONDENSATION LINES

Possible Deficiency:

Condensation lines clog up.

Performance Standard:

None.

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Responsibility:

Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.

EVAPORATIVE COOLING

Possible Deficiency:

Improper mechanical operation.

Performance Standard:

Equipment shall function properly at temperature standard set.

Responsibility:

Builder will correct and adjust so that blower and water system operate as desired.

AIR DISTRIBUTION

Possible Deficiency:

Noisy ductwork.

Performance Standard:

When metal is heated it expands and when cooled it contracts. The result is "ticking" or "cracking" which is generally to be expected.

Responsibility:

None.

Possible Deficiency:

Oilcanning.

Performance Standard:

The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oilcanning" is not acceptable.

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. E-Filed by: [REDACTED]

Responsibility:

Builder will correct to eliminate this sound.

TOPIC: Electrical

ELECTRICAL CONDUCTORS, FUSES, AND CIRCUIT BREAKERS

Possible Deficiency:

Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out".

Performance Standard:

Fuses and circuit breakers shall not activate under normal usage.

Responsibility:

Builder will check wiring circuits for conformity with local, state, or approved national electrical code requirements. Builder will correct circuitry not conforming to code specifications.

OUTLETS, SWITCHES AND FIXTURES

Possible Deficiency:

Drafts from electrical outlets.

Performance Standard:

Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the opening into a room. The problem is internal to new home construction.

Responsibility:

None.

Possible Deficiency:

Malfunction of electrical outlets, switches or fixtures.

Performance Standard:

All switches, fixtures and outlets shall operate as intended.

McGinnis

Lumpy Building Diagnostics

McGinnis

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Date: 3/23/2018	Time:	Report ID: 2573MurfieldLane2018
Property: 2573 Murfield Lane Lancaster, PA 17446	Customer: Mr. Bill McGinnis	Real Estate Professional:

Dear Mr. McGowan,

You have contracted with Lunny Building Diagnostics to perform a moisture intrusion inspection in accordance with the standards of practice established by Exterior Design Institute (EDI) & Moisture Free Warranty Corporation. Your inspector is Rob Lunny EDI Level II Building Envelope Water Management Consultant & Certified Inspector PA # 121 & MWFC # 1627.

PURPOSE: The purpose of an independent third party moisture inspection is to give an unbiased opinion as to the condition of the exterior of the home as well as to help assess the condition of the cladding and/or by looking for visible installation flaws, inadequate water diversion, sealant failures and to conduct moisture readings using electronic moisture scanning devices. Please note that the provision of a scope of work and/or estimates for remedial repairs is not the purpose of this inspection. Competitive estimates for repairs should be obtained from at least three qualified contractors.

Further investigation may be needed to determine the extent of water damage, if any, and how best to modify your home to address any moisture problems that may be indicated by this inspection.

SCOPE OF INSPECTION: This is an exterior cladding inspection limited to the following:

A visual examination of the condition of the cladding system, exterior sealants, flashings, windows, doors, ~~golf-to-wall~~ transitions, parapets, gutters, deck-to-building connections, terminations and any penetrations through the system.

Conducting of electronic moisture scanning of the building envelope per Exterior Design Institute & Moisture Free Warranty Corporation protocols.

Preparing a report of our observations of potential problem areas and recording any high readings found. The readings provided in this report are accurate indications of the presence of retained moisture at the surface of the substrate or framing wood in the area tested at the given moment in time. These readings are not representative of the absolute moisture content of the full thickness of the substrate or framing wood. The inspector provides information on specific signs of problems and defects. Moisture content in wood of 19% or more over a sustained period of time can cause wood and other organic materials to deteriorate. In any areas reviewed, the areas should be opened in a progressive manner until clean dry materials are found.

Any damaged areas can then be repaired. During the course of repairs we strongly recommend the use of a high quality moisture cure silicone with a low modulus of elasticity. In addition to the installation of appropriate flashing & water management details.

The report only reports on the condition of the structure at the specific locations indicated. Locations are determined by the Inspector according to probable areas of possible moisture intrusion and in accordance with the Exterior Design Institute protocol. No judgment is intended or given for any areas not reported on. This report is not a structural engineering inspection report.

2. LIMITATIONS OF LIABILITY: Because this is a limited inspection of only the crime listed, we can make no guarantee that we have inspected and reported on all possible and reasonable conditions of the property. We can only guarantee that we have inspected and reported on the conditions we were asked to inspect. If there are conditions that we were not asked to inspect, we cannot be held responsible for them. This inspection company, its employees and any advisors shall not be liable for negligent defects, known defects, unspecified defects or hidden damage and conditions existing on the subject property that hereby disavows any liability or responsibility thereof. This is not a code

2572 Mulford Lane

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McGinnis

Substrate (if known):
OSB, Oriented Strand Board

Average Stucco System Thickness
1 1/2" Nominal Thickness

1000

terms

1997

1

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Abstract

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Responsibility:

Builder will repair or replace defective switches, fixtures and outlets.

SERVICE AND DISTRIBUTION

Possible Deficiency:

Ground fault interrupter trips frequently.

Performance Standard:

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Responsibility:

Builder shall install ground fault interrupters in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

TOPIC: Mechanical

WATER SUPPLY SYSTEM

Possible Deficiency:

Water supply system fails to deliver water.

Performance Standard:

All on-site service connections to municipal water main and private water supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.

Responsibility:

Builder will repair if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility.

Possible Deficiency:

Under water springs.

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Responsibility:

None; Builder can not be responsible for underwater springs.

SEPTIC TANK SYSTEM

Possible Deficiency:

Septic system fails to operate properly.

Performance Standard:

Septic system shall be capable of properly handling normal flow of household effluent. Septic system shall be designed and installed to comply with state, county or local code regulations.

Responsibility:

Builder will repair if failure is the result of defective workmanship or materials. Builder will not be responsible for malfunctions, which occur through Owner negligence or abuse or from conditions that are beyond Builder's control, such as freezing, soil saturation, increase in water table, excessive use, etc. Owner shall be responsible for septic system maintenance.

PLUMBING

Possible Deficiency:

Leakage from any piping.

Performance Standard:

No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.

Responsibility:

Builder will make repairs to eliminate leakage.

Possible Deficiency:

Stopped up sewers, fixtures and drains.

Performance Standard:

Sewers, fixtures and drains shall operate properly.

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information differently than non-confidential information. E-Filed by: [REDACTED]

Responsibility:

Builder will not be responsible for sewers, furnaces and drains which are clogged through the Owner's negligence. If a problem occurs, the Owner should consult Builder for a proper course of action. Where defective construction is shown to be the cause, Builder will assume the cost of the repair; where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.

Possible Deficiency:

Refrigerant lines leak.

Performance Standard:

Refrigerant lines shall not develop leaks during normal operation.

Responsibility:

Builder will repair leaking refrigerant lines and re-charge unit, unless damage was caused by Owner.

TOPIC: Mechanical

AIR DISTRIBUTION

Possible Deficiency:

Ductwork separates or becomes unattached.

Performance Standard:

Ductwork shall remain intact and securely fastened.

Responsibility:

Builder will re-attach and re-secure all separated or unattached ductwork.

TOPIC: Electrical

Possible Deficiency:

Failure of wiring to carry its designed load.

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Performance Standard:

Wiring should be capable of carrying the designed load for normal residential use.

Responsibility:

Builder will check wiring for conformity with local, state, or approved national electrical code requirements. Builder will repair wiring not conforming to code specifications.

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Uniform Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information differently than non-confidential information. E-Filed by: [REDACTED]

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 08/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents. I, the filer, declare that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

A "Major Structural Defect" is actual physical damage to the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise uninhabitable.

1. Foundation systems and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Columns;
6. Walls and partitions;
7. Floor systems; and
8. Roof framing systems.

Repair of a Major Structural Defect is limited (1) to the repair of damage to the load-bearing elements of the home themselves which is necessary to restore their load-bearing ability; and (2) to the repair of those items of the home damaged by the Major Structural Defect which make the home unsafe, unsanitary or otherwise uninhabitable.

Damage to the following non-load bearing elements do not constitute a major structural defect (see Note 1).

- a. Roof shingles and sheathing;
- b. Drywall and plaster;
- c. Exterior siding;
- d. Brick, stone or stucco veneer;
- e. Floor covering materials;
- f. Wall tile or other wall coverings;
- g. Non-load bearing partitions;

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- h. Concrete floors in attached garages and basements that are built separate from foundation walls or other structural elements of the home;
- i. Electrical, heating, cooling, ventilation, mechanical, and plumbing systems, appliances, equipment, fixtures, paint, doors, windows, trim, cabinets, hardware and insulation.

NOTE 1: In the event of a Major Structural Defect occurring in the first year of coverage, repairs will also include correction of issues necessary to bring the home into compliance with the Approved Standards.

The unsafe, unsanitary, or otherwise uninhabitable under Major Structural Defect is limited only to the repair of plumbing, water, gas, oil and electric lines, ductwork, heating system, and other items that affect the health or safety of the occupants of the home, which were damaged by the Major Structural Defect. Underground systems are beyond our control and are not covered by W.B. Homes, Inc.

Of course, there are some problems that might occur for which we can not be responsible because either they are totally out of our control or another party is providing the warranty. No warranty is given for:

1. Appliances or component equipment for which the manufacturer issued a separate warranty. We are, however, responsible for our workmanship installing the appliances.
2. Lawn seeding can not be guaranteed because proper watering and maintenance of turf and soil is a homeowner's responsibility.
3. Normal wear and tear.
4. Variations in the color of paint, stained wood, stone, tile, brick, paper, carpet, moths and insects are common. We can not guarantee that repaired or replaced areas will match the original.
5. Failure of BUYER to take timely action to notify us within a reasonable time. Loss resulting from Acts of God, insects or animals, acts beyond our control, or by use of the home for non-residential purposes or any loss other than actual physical damage to the home. Casualty damage, bodily injury, damage to personal property, and expenses related to owner's relocation during repairs.
6. Basements of homes in this area may be subject to water infiltration. We will supply a sump pump if deemed necessary to prevent water in your basement. Nothing should be stored on the basement floor until it has been determined that the basement will remain dry. BUYER understands that we will not be responsible for damage to personal property resulting from water in basement.

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents: ☐ Yes ☒ No. E-Filed by: [REDACTED]

W.B. Hunter can not be responsible for any and all objections made to this form or lot of such home after settlement. Any alterations to the original home and/or lot may void certain parts of the Warranty, if at the sole discretion of W.B. Hunter, Inc., the alterations done after settlement by the owner is the cause of an actual or potential warranty problem.

This constitutes our entire warranty. There are no other either expressed or implied and our maximum liability shall be the replacement cost of the defective portion of the home.

BUYER: _____ DATE: _____
BUYER: _____ DATE: _____
SELLER: _____ DATE: _____
SELLER: _____ DATE: _____

File: HOMEOWNR.WTY - 06/07/01

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents: ☐ Yes ☒ No. E-Filed by: [REDACTED]

EXHIBIT L

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STUCCO INSPECTION SPECIALISTS

Address
2573 Murifield Lane
Lansdale PA 19446

Conclusions

Front Elevation Findings:

Elevated 1.75 (Felled substrate) moisture readings were recorded on the front elevation right of the garage under the gutter and under windows in the full dimension areas on garage & main house. Successional installation of 3 1/2 inch aluminum was removal of window air conditioning unit left of the front entry in determine the extent of moisture intrusion in those areas. Subsequent removal of one stave on garage to determine the extent of moisture penetration, repair & properly seal as needed. All windows in a full dimension storm system should be sealed. Remove any moisture damaged Anderson windows during restoration.

Right Elevation Findings:

Diverted to Pit (Felled Substrate) moisture readings were recorded under the windows left & right of the chimney, at the intersection of the rim joint & chimney as well as on the lower sections of the chimney. Rained windows in all part finished, metal roof line diverter & various other moisture damaged wood corner connections.

Left Elevation Findings:

Elevated & FS (Failed Substrate) moisture readings were recorded under both windows, under the vent & at the base of the entry. Reset windows in sill pan flashing & replace any

2573 Murfield Lane

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4. General Summary Findings/Conclusions

moisture damaged wood during remediation. Moisture damage to Andersen windows noted, repair/replace as needed.

Rear Elevation Findings:

Elevated & FS (Failed Substrate) Readings were recorded on the rear center under windows on both sides of the chimney & on the chimney. Elevated & FS readings also recorded under the window on the right rear return wall, under the right rear entry & at the intersections of the pipes for the right rear entry & the stairs. The elevated reading in the left pan was higher than the other elevated readings. The elevated readings are shown in green pan readings. Repairs to the mold issue described above include replacement of the chimney, under the windows & the chimney itself. Moisture barriering to adjacent woodwork noted. Recommend contacting Andersen for replacement information on frames for all moisture damaged windows as Andersen is aware of the problem with these windows.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Rob Lunny

2573 Murfield Lane

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 Case# 2018-19272-104 Document# 104 Filed# 09/07/21 Page# 141 of 200
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Lunny Building Diagnostics

McGinnis

1. Property Information

Items

Property Information

BACKGROUND:

The subject property is a 13 year old single family home located in Lansdale, PA. The home has a combination gable style roof system with 3 tab asphalt shingles installed over the wood decking. The windows in the home are double hung wood and the exterior cladding system is a mix hardcoat stucco full dimension stone.

PURPOSE:

The purpose for the evaluation was to determine if moisture intrusion is occurring behind the exterior cladding and wetting the substrate beneath the system in the locations tested.

FINDINGS:

Elevated moisture readings were recorded on the front, left, right & rear elevations. See Section 4: General Summary for a complete understanding of The Findings.

FEMA, ASTM, BOCA, the IRC and all the major code bodies recommend a homeowner take steps to repair/replace wood substrate with a moisture content above 19.5% to reduce the risk of Organic growth. The first section of the report will list the moisture content in the substrate and the locations they were recorded from. The second portion of the report are detailed photographs of findings of the system and components.

Invasive stucco reports are "observe & report" style inspections. We are not affiliated with stucco remediation companies nor do we perform repairs or provide pricing for repairs, we consider this a conflict of interest. In areas of elevated moisture readings we recommend core samples be taken prior to performing any work to provide visual verification as to the probe readings.

We recommend this report be provided to certified remediation contractors to determine the necessity, extent and cost for any repairs.

Should you have any questions concerning this report please feel free to contact our office.

573 Murfield Lane

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Lunny Building Diagnostics

McGinnis

2. Elevation Findings

Items

2.0 Legend, Probe Meter Reading Ranges.

The legend below describes the test equipment used and what the readings mean. Small 3/16 holes are drilled into specific locations and the two small probes are inserted to contact the substrate. The electrical resistance between the probes measure the moisture content in the substrate and are the readings listed in the report. Readings listed in black are normal, readings listed in red require action. The meter is calibrated prior to the evaluation and after every 2nd reading. A definition of the moisture readings and what they mean is listed below. Readings listed in red on the report require action.

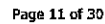
Readings listed in red on the report indicate some level of action is strongly recommended

Moisture Probe Meter RD2105

- 5 - 12% Normal/typical reading for wood substrate
- 13-18% Some water is getting in but not likely to cause damage
- 19-24% Elevated moisture level present, damage possible, evaluation of wettest joints and flashing details for repairs is required
- 25-40% High moisture level present, damage probable, remediation required
- 41-60% Saturated substrate, no resistance to moisture indicating deterioration has occurred to wood substrate, remediation is required
- F Framing Probe, no resistance to substrate indicating deterioration has occurred in wood substrate, remediation is required
- W Soft Substrate, very little resistance to substrate indicating deterioration has occurred in wood substrate from repeated wetting, remediation is required
- G Windows marked with a red circle are moisture damaged & require replacement.

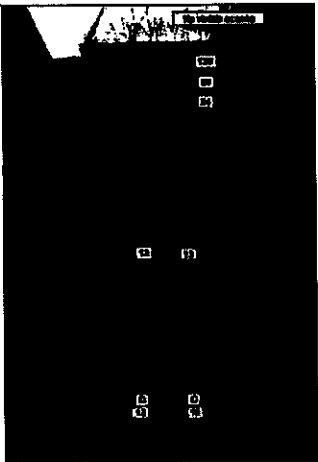
2573 Murfield Lane

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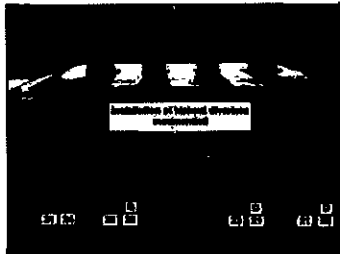


Case# 2018-19272-190DadMedicaid Mer Monterey County Probate Services (09/07/2021) 143 of 200. The discrepancy between the provisions of the Uniform Judicial System of Probate (USPS) and the provisions of the California Probate Code (CPC) is not a discrepancy between the provisions of the USPS and the provisions of the CPC, but a discrepancy between the provisions of the USPS and the provisions of the California Probate Code (CPC).

Lunny Building Diagnostics



2.1 Item 3(Picture) Findings left of main house full dimension stones



2.1 Item 4(Picture) Right front Findings

573 Murfield Lane

McGinnis

Lunny Building Diagnostics

2.2 Right Elevation Findings

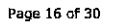
The right elevation was visually inspected & invasively tested.

Elevated & FS (Failed Substrate) moisture readings were recorded under the windows left & right of the chimney, at the intersection of the rim joist & chimney as well as on the lower sections of the chimney. Reset windows in sill pan flashing, install roof line diverter & replace any moisture damaged wood during remediation.

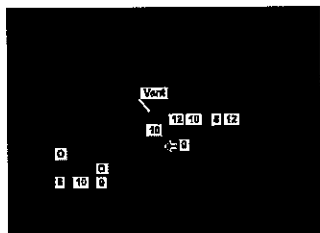
McGinnis

Case# 2018-19272-190DadMedicaid Mer Monterey County Probate Services (09/07/2021) 144 of 200. The discrepancy between the provisions of the USPS and the provisions of the California Probate Code (CPC) is not a discrepancy between the provisions of the USPS and the provisions of the CPC, but a discrepancy between the provisions of the USPS and the provisions of the California Probate Code (CPC).

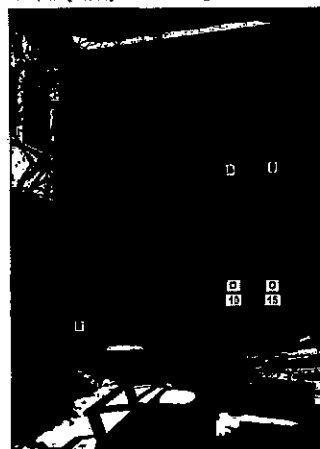
2573 Murfield Lane



Sunny Building Diagnostics



2.4 Item 1 (Picture) Left rear Findings



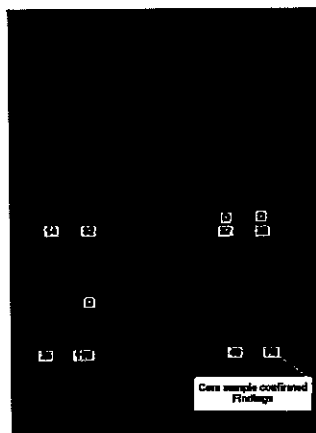
2.4 Item 2(Picture) Left rear return wall Findings

2873 Starfield Lane

McGinnis

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Lunny Building Diagnostics



2,4 Item 3(Picture) Rear center Findings @ windows

Case# 2016-19372-10 Declined at Montgomery County Prothonotary on 08/24/2018 3:31 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the United States District Court for the District of Columbia: Case Records of the Court will be placed on the public docket and documents differently than non-confidential information and documents.

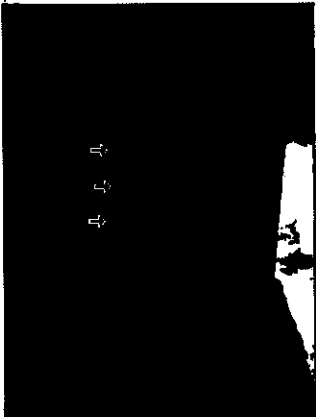
2573 Murifield Lane

McGinnis

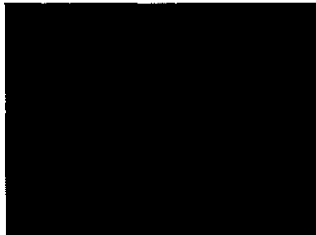
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Case# 2018-19272-1
Unified Judicial System of Pennsylvania
Case Records of the Appellate and Trial Courts
The following information is provided for informational purposes only. It is not intended to be used for legal purposes. The information is provided as a public service and is not a substitute for legal advice. The information is provided as a public service and is not a substitute for legal advice. The information is provided as a public service and is not a substitute for legal advice.

Lunny Building Diagnostics



3.0 Item 6(Picture) Left front, elevated readings recorded in this area, written access for inspection of electrical system

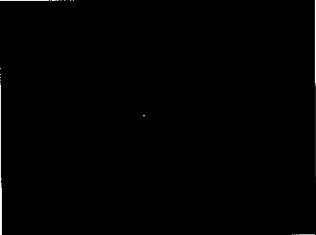


3.0 Item 7(Picture) Full dimension stone sits here it is to be no slope away from the house

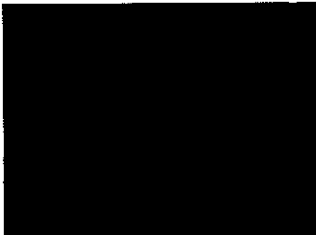
2373 Murtfield Lane

McGinnis

Lunny Building Diagnostics



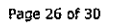
3.0 Item 8(Picture) Left of entry, metal electrical box is rusting, replace and/or seal.



3.0 Item 9(Picture) Exposed wood under left & right side of front porch

2373 Murtfield Lane

McGinnis



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Unified Judicial System of Pennsylvania
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Unified Judicial System of Pennsylvania

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5. System Observations

Items

- 1 Cracks
 - Yes
- 2 Weep Screed Installed
 - NO
- 3 Kickout flashing roof/wall intersections
 - Not adequate
- 4 Control joints installed
 - NO
- 5 Expansion joints installed
 - NO
- 6 Add Inside & Outside Corner Diverters For Gutters to Help Control Splash
 - Yes
- 7 Window head flashing installed
 - Not adequate
- 8 Andersen 200/400 Series Windows Installed
 - Yes, Damage Noted
- 9 Soft joints/casing beads installed around windows
 - NO
- 10 Soft joints/casing beads installed around doors
 - NO
- 11 Window Miter Joints Caulked & Jambis Sealed
 - NO
- 12 Light fixture attachments painted
 - NO
- 13 System extends over foundation
 - Yes
- 14 System is terminated above grade
 - NO
- 15 Proper flashing detail at stone/stucco intersections
 - NO
- 16 Visible Surface Water Flashing Detail
 - NO
- 17 Adequate space between window sill & stone
 - NO
- 18 4 inch spacing of stucco and soffit/scope
 - NO
- 19 2 inch separation between stucco and landscape/driveway/concrete
 - NO
- 20 Drainage in PD sink system
 - NO

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Lunny Building Diagnostics

McGinnis

6. Glossary of terms

Items

6.1 Glossary Of Terms

Stucco Terms & Definitions

Abrasives: Substance that is rough or scratches.

Admixtures: Material other than water, aggregate or basic cementitious material added to the batch before or during job mixing.

Aggregate: A granular material such as sand.

Basecoat: Any stucco coat applied before the application of the finish coat. The combined scratch and brown coats make up the basecoat.

Bond: Adhesion of stucco to other surfaces that it is applied against.

Bonding Agent: A compound applied as a coating to a suitable substrate to enhance a bond between it and the next layer, or between a substrate and a stucco application.

Brown Coat: In multiple coat work, the second coat applied over the scratch coat. In two-coat work, brown coat refers to the double-up basecoat. The brown coat is the coat directly beneath the finish coat.

Building Paper: Also referred to as tar paper or felt paper. It comes in different weights such as 35 minute or 60 minute. The minute rating refers to the time it takes for water sitting on the paper to pass through it.

Cementitious: Made of or from cement.

Cracking: Development of shallow cracks at closely spaced but irregular intervals in the stucco surface. (Also known as crack cracks.)

Coat: A thickness of stucco applied in a single operation.

Cold Joints: The junction of fresh stucco application adjustment to set plaster.

Control Joints: A flexible metal component designed to control the shrinkage of cement plaster. It is usually placed at each floor break of a building.

Cracks: Cracks, fine, random cracks or fissures that may appear in a stucco surface, caused by shrinkage.

Cure: The process of cement hydrating and chemically changing to become hard.

Delamination: Coming unglued or unbonded from something.

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McGinnis

Overlaid Flashing: A flashing that is used to redirect the flow of rainwater.

Drill Cap Flashing: A molding over an opening for catching and shedding rain water.

Rains troughs: Plastic or metal troughs that redirect rainwater from the roof to the ground.

Efflorescence: A deposit of salts or bases, usually white, formed on the stucco surface. Water-soluble substances emerge in solution from within the plaster and are deposited during evaporation.

Finish Coat: The final layer of stucco (job-site mixed or pre-manufactured) applied over basecoat or stucco to concrete, comprised of either cementitious or acrylic material.

Flashing: A thin, usually metal material used to prevent water entry or to direct the flow of water in a desired direction between two or more materials or surfaces.

Flashing: Act of compacting and leveling a stucco basecoat; act of bringing the aggregate to the surface of finish coat stucco.

Trimming: Structural members such as studs, joists, headers, beams, columns, girders, trusses, etc. of wood or steel.

Head Flashing: An aluminum or plastic profile designed to prevent water leaking over the top of a window or door when it has been installed into a building.

Kickout Flashing: An angled piece of flashing that diverts rainwater away from the exterior cladding and into the gutter.

Lath: Generally the reinforcement base to which stucco is applied, secured to a substrate with appropriate fasteners. Commonly a welded wire mesh, woven wire or an expanded metal mesh.

Mullions: The vertical member separating the panels or glass of a window or door system.

Oriented strand board (OSB): It has replaced plywood as wood sheathing and is made from logs that are chipped and glued together.

Parapets: The application of a thin Portland cement coat over a solid concrete or masonry wall, generally without lath reinforcement, to improve the aesthetic appearance of the exposed wall area.

Rainscreen: A method of handling water penetration, enhancing venting and improve the drying capacity of wall assembly, consisting of a water resistant outer cladding, a measurable drained and vented cavity and a water impermeable back-up wall.

Scratching: Growing by scratching or scoring, usually horizontal, of the scratch coat to provide mechanical keys for the brown coat.

Soffit: The underside of a structural component, such as a beam, arch, staircase, or cornice.

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Lunny Building Diagnostics

McGinnis

Stucco Stop Band: Provides a straight edge for most perimeters of the stucco membrane; it separates the stucco membrane from adjacent materials such as roof shingles; and it provides a guide of the stucco membrane's profile.

Substrate: Same as sheathing.

Tyvek: Trade name for a house wrap that is made from fine, high-density polyethylene fibers. Tyvek is more tear resistant than building paper.

Water resistant barrier: A thin membrane, typically 5 to 15 mils thick (.005 to 0.015 in. or 0.13 to .38 mm) which is intended to resist liquid water that has penetrated behind the exterior cladding.

Weep holes: Small holes in the bottom of windows that allows water to drain out.

Weep Screeds: Is a vinyl or metal track acting as a flashing to allow for drainage at the bottom of the drainage plane. It is the starting point of every drainage plane.

2573 Murfield Lane

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Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT “B”

To: WILLIAM MCGINNIS, ROSE MARIE MCGINNIS, and OMNIA GROUP, INC.: You are hereby notified to file a written response to the enclosed New Matter and Crossclaims to the Complaint within twenty (20) days from service hereof or a judgment may be entered against you.

CLEMM AND ASSOCIATES, LLC
Mark C. Clemm, Esquire, I.D. #36665
Katie M. Clemm, Esquire, I.D. #320733
488 Norristown Road, Suite 140
Blue Bell, PA 19422
(484) 539-1300
mclemm@clemmlaw.com
kclemm@clemmlaw.com

/s/ Mark C. Clemm
MARK C. CLEMM, ESQUIRE

Attorneys for defendants WB Homes, Inc.
Penn Gwyn LP, Thornby Development
Corp., and William J. Bonenberger

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

WILLIAM MCGINNIS and
ROSE MARIE MCGINNIS

: No. 2018-19272

V.

W.B. HOMES, INC., et al.

**AMENDED ANSWER WITH NEW MATTER AND CROSSCLAIMS OF DEFENDANTS
WB HOMES, INC., PENN GWYN LP, THORNBYS DEVELOPMENT CORP. AND
WILLIAM J. BONENBERGER TO PLAINTIFFS' COMPLAINT**

Defendants WB Homes, Inc., Penn Gwyn LP, Thornby Development Corp. and William J. Bonenberger (collectively, the “WB Defendants”) by and through counsel Clemm and Associates, LLC hereby amend their Answer with New Matter to the Complaint filed by Plaintiffs and assert New Matter and Crossclaims as follows:

1. Admitted on information and belief.
2. Admitted in part, denied in part. To the extent the allegations in paragraph 2 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 2 state conclusions of law, no response is required. It is admitted that the home located at 2573

Muirfield Way, Lansdale, Pennsylvania is located in a housing development known as Bethel Knoll.

3. Denied. Penn Gwyn, L.P. is the Declarant of the Planned Community.

4. Denied. Defendant W.B. Homes, Inc. is a corporation that operates as a builder/developer of residential homes and its principal place of business is located at 404 N. Sumneytown Pike, Suite 200, North Wales, Pennsylvania.

5. Admitted.

6-7. Denied. WB Development ceased operations as of June 30, 2018 and was merged out of existence into W.B. Homes, Inc. WB Development was not involved with the planning, development, building, selling, marketing, advertising, or any other aspect of Plaintiffs' Home, Property, or the Bethel Knoll housing development.

8. Denied as stated. Penn Gwyn was a limited partnership. Penn Gwyn ceased operations on or about December 31, 2006. It is admitted that Penn Gwyn had a principal place of business located at 404 N. Sumneytown Pike, Suite 200, North Wales, Pennsylvania.

9. Admitted.

10. Denied as stated. Thornby was a corporation. Thornby ceased operations on or about December 31, 2006. It is admitted that Thornby had a principal place of business located at 404 N. Sumneytown Pike, Suite 200, North Wales, Pennsylvania.

11-14. Admitted.

15. Admitted in part, denied in part. To the extent the allegations in paragraph 15 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 15 state conclusions of law, no response is required. It is specifically denied that Bonenberger made personal representations to the Plaintiffs about the quality and workmanship of the Home. It is admitted that Bonenberger is the President of W.B. Homes, Inc. and was the President of Thornby Development Corp.

16. Denied. To the extent the allegations in paragraph 16 state facts, any and all facts are specifically denied. To the extent the allegations in paragraph 16 state conclusions of law, no response is required.

17. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph

30. Denied. To the extent the allegations in paragraph 30 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 30 state conclusions of law, no response is required. By way of further response, corporate formalities were observed by the WB Defendants at all times.

31. Denied. To the extent the allegations in paragraph 31 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 31 state conclusions of law, no response is required. By way of further response, W.B. Homes and Penn Gwyn did not intermingle assets at any time.

32. Denied. The Development was marketed, designed, constructed, and sold by W.B. Homes, Inc. between 2003 to 2005.

33-36. Denied. To the extent the allegations in paragraphs 33-36 purport to characterize the W.B. Homes website, they are denied because the W.B. Homes website is a document which speaks for itself. To the extent the allegations in paragraphs 33-36 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 33-36 state conclusions of law, no response is required. By way of further response, it is specifically denied that Bonenberger made personal representations regarding the Development and/or Home.

37. Denied. To the extent the allegations of paragraph 37 purport to characterize the June 1, 2018 letter from Plaintiffs to WB Homes, they are denied because the June 1, 2018 letter from Plaintiffs to WB Homes is a document which speaks for itself. By way of further response, on or about June 1, 2018, Plaintiffs, by and through counsel, sent a letter to W.B. Homes, Inc. regarding arbitration.

38. Admitted.

39. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 39 and strict proof thereof is demanded at the time of hearing or trial if relevant.

40. Denied as stated. Bonenberger was an acquaintance of the Plaintiffs.

41. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 41 and strict proof thereof is demanded at the time of hearing or trial if relevant. By way of further response, upon information and belief, Plaintiffs approached Bonenberger regarding the purchase of the Property.

42-43. Denied. To the extent the allegations in paragraphs 42-43 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 42-43 state conclusions of law, no response is required. By way of further response, it is specifically denied

that Bonenberger made any personal and/or individual representations to the Plaintiffs regarding the construction of their Home.

44. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 44 and strict proof thereof is demanded at the time of hearing or trial if relevant.

45. Denied as stated. W.B. Homes, Inc. customized the Newbury model home for Plaintiffs.

46. Denied. W.B. Homes, Inc. used a new style archway in Plaintiffs' Home and may have told Plaintiffs that it should be named the "McGinnis" archway. By way of further response, it is specifically denied that Bonenberger made any personal and/or individual representations to the Plaintiffs regarding the construction of their Home.

47. Denied. To the extent the allegations in paragraph 47 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 47 state conclusions of law, no response is required. It is only admitted that on or about October 12, 2003 Plaintiffs entered into an Agreement of Sale with W.B. Homes, Inc. for the purchase of the property located at 2573 Muirfield Lane, Lansdale, Pennsylvania.

48-49. Admitted.

50. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 50 and strict proof thereof is demanded at the time of hearing or trial if relevant. It is admitted only that Penn Gwyn transferred the Home by deed to the Plaintiffs on or about November 19, 2004.

51-52. Denied. To the extent the allegations in paragraphs 51-52 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 51-52 state conclusions of law, no response is required. By way of further response, it is specifically denied that Bonenberger made any personal and/or individual representations to the Plaintiffs regarding the construction of their Home.

53. Admitted. By way of further response, the McGinnis Limited Warranty was included with the Agreement of Sale.

66. Admitted.

67. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 67 and strict proof thereof is demanded at the time of hearing or trial if relevant.

68. Denied. To the extent the allegations in paragraph 68 purport to characterize various correspondence between Plaintiffs and WB Homes, they are denied because the correspondence are documents which speak for themselves. By way of further response, on or about June 1, 2018, Plaintiffs, through counsel, sent a letter to WB Homes regarding arbitration. On or about June 15, 2018, Plaintiffs, through counsel, sent a letter to counsel for WB Homes regarding the statute of repose. The letter dated June 15, 2018 is attached to Plaintiffs' Complaint as Exhibit G.

69. Denied. To the extent the allegations in paragraph 69 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 69 state conclusions of law, no response is required. By way of further response, the WB Defendants have refused to perform any work on Plaintiffs' Home.

70-74. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 70-74 and strict proof thereof is demanded at the time of hearing or trial if relevant. To the extent the allegations in paragraphs 70-74 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 70-74 state conclusions of law, no response is required. By way of further response, it is specifically denied that the Home was constructed defectively or that any actions or inactions of the WB Defendants were unlawful, fraudulent, negligent, unfair, deceptive or misleading and it is further denied that any damages are owed by any of the WB Defendants to Plaintiffs.

75-76. Admitted.

77. Denied. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 77 and strict proof thereof is demanded at the time of hearing or trial if relevant. The WB Defendants do not believe that there was a written contract with Omnia regarding the Home.

78. Denied. To the extent the allegations in paragraph 78 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 78 state conclusions of

law, no response is required. By way of further response, the WB Defendants do not believe that there was a written contract with Omnia regarding the Home.

79. Denied as stated. Omnia prepared design plans to be used in connection with the construction of Plaintiffs' Home. The WB Defendants do not believe that there was a written contract with Omnia regarding the Home.

80. Denied. Omnia supplied the design plans and some, but not all, specifications and information regarding the construction of Plaintiffs' Home.

81. Denied. To the extent the allegations in paragraph 81 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 81 state conclusions of law, no response is required. By way of further response, it is specifically denied that Bonenberger made any personal and/or individual representations to the Plaintiffs regarding the construction of their Home. It is also specifically denied that any of the other WB Defendants made any promises, representations or warranties that were not specifically contained in writing in the agreement of sale executed by the buyer and the seller in the transaction involving the sale of the Home.

82. Denied. To the extent the allegations in paragraph 82 state facts, any and all facts are specifically denied. To the extent the allegations in paragraph 82 state conclusions of law, no response is required. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 82 and strict proof thereof is demanded at the time of hearing or trial if relevant.

83-84. Denied. To the extent the allegations in paragraphs 83-84 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 83-84 state conclusions of law, no response is required. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 83-84 and strict proof thereof is demanded at the time of hearing or trial if relevant.

85-88. Denied. To the extent the allegations in paragraphs 85-88 purport to characterize the plans and specifications of Omnia, they are denied because the plans and specifications of Omnia are documents which speak for themselves. To the extent the allegations in paragraphs 85-88 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 85-88 state conclusions of law, no response is required. After reasonable

investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 85-88 and strict proof thereof is demanded at the time of hearing or trial if relevant.

89-90. Denied. To the extent the allegations in paragraphs 89-90 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 89-90 state conclusions of law, no response is required. After reasonable investigation, the WB Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments of paragraphs 89-90 and strict proof thereof is demanded at the time of hearing or trial if relevant.

91. Denied. To the extent the allegations in paragraph 91 purport to characterize the Lunny Report, they are denied because the Lunny Report is a document which speaks for itself. To the extent the allegations in paragraph 91 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 91 state conclusions of law, no response is required. By way of further response, it is specifically denied that the Lunny Report is valid or accurate.

92-94. Denied. To the extent the allegations in paragraphs 92-94 purport to characterize the IRC 2003, they are denied because the IRC 2003 is a document which speaks for itself. To the extent the allegations in paragraphs 92-94 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 92-94 state conclusions of law, no response is required. On information belief, the Home was built according to the applicable building code.

95-104. Denied. To the extent the allegations in paragraphs 95-104 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 95-104 state conclusions of law, no response is required. By way of further response, plaintiffs may not automatically “supplement, modify and/or further develop allegations and averments” without following and meeting applicable court procedures and requirements. By way of further response, it is specifically denied that the Home was constructed in violation of any applicable building code or local ordinance. By way of further response, it is specifically denied that the WB Defendants in any way failed to supervise, oversee and/or inspect the “implementation of the design” during the construction of the Home.

105. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

107-115. Denied. To the extent the allegations in paragraphs 107-115 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 107-115 state conclusions of law, no response is required. By way of further response, the only promises, representations and warranties made by the WB Defendants were those that were written and contained in the Agreement of Sale. By way of further response, Plaintiffs have failed to specifically plead the requisite facts which would support a claim for piercing the corporate veil or any other similar theory or otherwise for imposing personal liability against William Bonenberger.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

116. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

117. Denied as stated. Plaintiffs' Agreement of Sale included the McGinnis Limited Warranty.

118. Denied. To the extent the allegations in paragraph 118 purport to characterize the McGinnis Limited Warranty and Agreement of Sale, they are denied because the McGinnis Limited Warranty and Agreement of Sale are documents which speak for themselves. To the extent the allegations in paragraph 118 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 118 state conclusions of law, no response is required.

119. Denied. To the extent the allegations in paragraph 119 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 119 state conclusions of law, no response is required.

120-124. Denied. To the extent the allegations in paragraphs 120-124 purport to characterize the McGinnis Limited Warranty and Agreement of Sale, they are denied because the McGinnis Limited Warranty and Agreement of Sale are documents which speak for themselves. To the extent the allegations in paragraphs 120-124 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 120-124 state conclusions of law, no response is required. By way of further response, it is specifically denied that any of the WB Defendants breached any express warranties or failed to build the Home according to applicable building codes and industry standards, failed to build the Home in a “habitable and good workmanlike manner”, failed to properly supervise construction of the Development, or failed to inspect the Home (to the extent that inspections were required). It is further denied that Plaintiffs have properly pled the necessary prerequisites to assert alter ego liability or any other basis for seeking to impose individual liability against any of the individual WB Defendants.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

125. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

126-130. Denied. To the extent the allegations in paragraphs 126-130 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 126-130 state conclusions of law, no response is required. By way of further response, the exterior of the Home was built correctly. To the extent that any moisture penetrated the exterior cladding of the Home, it likely resulted from the failure of the Plaintiffs to properly maintain the Home during the 15 or more years that they owned and occupied it. Any and all implied warranties were waived by Plaintiffs at the time they signed the Agreement of Sale.

131-132. Denied. To the extent the allegations in paragraphs 131-132 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 131-132 state conclusions of law, no response is required. By way of further response, it is specifically denied that the Home is uninhabitable; Plaintiffs have lived in the Home with no complaints for approximately 15 years.

133-134. Denied. To the extent the allegations in paragraphs 133-134 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 133-134 state conclusions of law, no response is required. By way of further response, Plaintiffs have failed to allege any of the requisite facts necessary to support a claim based upon “alter egos” or any other basis for seeking to assert personal liability against any one or more of the WB Defendants. It is specifically denied that plaintiffs have suffered any damages caused by the WB Defendants.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

135. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

136-144. Denied. To the extent the allegations in paragraphs 136-144 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 136-144 state conclusions of law, no response is required. By way of further response, the only warranty given by WB Homes was the written warranty contained in the Agreement of Sale. Any other warranties were specifically excluded and waived by the Plaintiffs. None of the individual WB Defendants made any individual representations or gave any individual warranties to the Plaintiffs in connection with the construction of the Home. By way of further response, Plaintiffs have failed to allege any of the requisite facts necessary to support a claim based upon “alter egos” or any other basis for seeking to assert personal liability against any one or more of the WB Defendants. It is specifically denied that plaintiffs have suffered any damages caused by the WB Defendants.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

145. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

146-150. Denied. To the extent the allegations in paragraphs 146-150 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 146-150 state conclusions of law, no response is required. By way of further response, the exterior of the Home was built correctly. There was no defective construction and there were no latent defects in the Home. None of the individual WB Defendants made any individual representations or gave any individual warranties to the Plaintiffs in connection with the construction of the Home. By way of further response, Plaintiffs have failed to allege any of the requisite facts necessary to support a claim based upon “alter egos” or any other basis for seeking to assert personal liability against any one or more of the WB Defendants. It is specifically denied that plaintiffs have suffered any damages caused by the WB Defendants.

151. Admitted.

152-157. Denied. To the extent the allegations in paragraphs 152-157 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 152-157 state conclusions of law, no response is required. By way of further response, the exterior of the Home was built correctly. There was no negligent or defective construction and there were no latent defects in the Home. None of the individual WB Defendants made any individual representations or gave any individual warranties to the Plaintiffs in connection with the construction of the Home. By way of further response, Plaintiffs have failed to allege any of the requisite facts necessary to support a claim based upon “alter egos” or any other basis for seeking to assert personal liability against any one or more of the WB Defendants. It is specifically denied that plaintiffs have suffered any damages caused by the WB Defendants.

161-169. Denied. To the extent the allegations in paragraphs 161-169 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 161-169 state conclusions of law, no response is required. By way of further response, the exterior of the Home was built correctly. There was no defective construction and there were no latent defects in the Home. None of the individual WB Defendants made any individual representations or gave any individual warranties to the Plaintiffs in connection with the construction of the Home. By way of further response, Plaintiffs have failed to allege any of the requisite facts necessary to support a claim based upon “alter egos” or any other basis for seeking to assert personal liability

170. Denied. Denied. To the extent the allegations in paragraph 170 purport to characterize written marketing and advertising materials, they are denied because the written marketing and advertising materials are documents which speak for themselves. To the extent the allegations in paragraph 170 state facts, any and all facts are specifically denied. To the extent the allegations in paragraph 170 state conclusions of law, no response is required.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development and William J. Bonenberger respectfully request that this Honorable Court enter judgment in favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

174-185. Denied. To the extent the allegations in paragraphs 174-185 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraphs 174-185 state conclusions of law, no response is required.

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206. Denied. To the extent the allegations in paragraph 206 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 206 state conclusions of law, no response is required. By way of further response, the WB Homes Defendants have refused to perform work on the Home because they have no obligation to do so. To the extent that there is any water intrusion in the Home, which is specifically denied, any such conditions were caused by the failure of the Plaintiffs to maintain the Home during the approximately 15 years in which they resided in the Home.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

220. Denied. To the extent the allegations in paragraph 220 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 220 state conclusions of law, no response is required. By way of further response, W.B. Homes and the other W.B. Homes Entities are separate and different entities.

221. Denied. To the extent the allegations in paragraph 221 state facts, any and all such facts are specifically denied. To the extent the allegations in paragraph 221 state conclusions of law, no response is required. By way of further response, Penn Gwyn entered into an agreement with W.B. Homes, Inc. to convey the lots to purchasers of lots in the Development. This fact was disclosed in ¶4 of the Agreement of Sale. *See Exhibit "C" to Plaintiffs' Complaint at ¶4.*

222. Admitted.

223. Denied as stated. Thornby was the general partner of Penn Gwyn. Penn Gwyn and Thornby ceased operations on or about December 31, 2006.

224. Denied. W.B. Homes, Inc. is not the limited partner of Penn Gwyn.

225. Admitted.

226. Denied. To the extent the allegations in paragraph 226 state facts, any and all facts are specifically denied. To the extent the allegations in paragraph 226 state conclusions of law, no response is required. It is specifically denied that the W.B. Homes Entities acted together regarding Plaintiffs' Home and other homes in the Development, Certain WB Defendants were not associated in any way with Plaintiffs' Home or the Development.

227. Denied. To the extent the allegations in paragraph 227 purport to characterize the W.B. Homes' website and marketing materials, they are denied because the W.B. Homes' website and marketing materials are documents which speak for themselves. To the extent the allegations in paragraph 227 state facts, any and all facts are specifically denied. To the extent the allegations in paragraph 227 state conclusions of law, no response is required.

240. Denied. Paragraph 240 is directed to parties other than WB Defendants and therefore no response is required. By way of further response, W.B. Development ceased operations as of June 30, 2018 and was merged out of existence into W.B. Homes, Inc. W.B. Development was not involved with the planning, development, building, selling, marketing, advertising, or any other aspect of Plaintiffs' Home, Property, or the Bethel Knoll housing development.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants and all other Defendants with prejudice.

245. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

246-257. Denied. Paragraphs 246-257 are directed to parties other than WB Defendants and therefore no response is required. To the extent the allegations in paragraphs 246-257 state facts, any and all facts are specifically denied. To the extent the allegations in paragraphs 246-257 state conclusions of law, no response is required.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

258. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

259-277. Denied. Paragraphs 259-277 are directed to parties other than WB Defendants and therefore no response is required. To the extent the allegations in paragraphs 259-277 state facts, any and all facts are specifically denied. To the extent the allegations in paragraphs 259-277 state conclusions of law, no response is required.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

278. The WB Defendants incorporate the preceding responses as if fully set forth at length herein.

279-294. Denied. Paragraphs 279-294 are directed to parties other than WB Defendants and therefore no response is required. To the extent the allegations in paragraphs 279-294 state facts, any and all facts are specifically denied. To the extent the allegations in paragraphs 279-294 state conclusions of law, no response is required.

NEW MATTER

23. **LIMITED WARRANTY:** Seller agrees to provide to Buyer at settlement a five (5) year limited warranty . . . **BUYER ACKNOWLEDGES THAT HE HAS REVIEWED SAID "LIMITED WARRANTY" . . . BUYER ACKNOWLEDGES AND AGREES THAT SAID "LIMITED WARRANTY" (EXHIBIT "A") SHALL BE THE SOLE AND EXCLUSIVE WARRANTY CONCERNING THE CONSTRUCTION OF THE SUBJECT HOUSE AND PREMISES, AND ALL OF THE RIGHTS, REMEDIES AND OBLIGATIONS WITH RESPECT TO ANY WARRANTY CONCERNING**

SAID CONSTRUCTION SHALL BE AS SET FORTH IN EXHIBIT "A". NO IMPLIED WARRANTY (WHETHER OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE) IS GIVEN ON PORTIONS OF THE PREMISES OTHER THAN CONSUMER PRODUCTS. THE MAXIMUM LIABILITY OF SELLER UNDER THIS WARRANTY SHALL BE THE REPLACEMENT COST OF THE DEFECTIVE PORTION OF THE UNIT. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURIES ARISING FROM ANY BREACH OF THIS WARRANTY. *Complaint at Exhibit "C"* ¶23.

309. Plaintiffs' claims are barred, in whole or in part, under the doctrine of failure of consideration.

310. Plaintiffs' claims are barred, in whole or in part, under the doctrine of immunity from suit.

311. Plaintiffs' claims are barred, in whole or in part, as a result of Plaintiffs' failure to mitigate the damages.

312. Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' contributory negligence.

313. Plaintiffs' claims are barred, in whole or in part, by superseding and/or intervening causes.

314. Plaintiffs' claims are barred, in whole or in part, by the failure of Plaintiffs to maintain the Home.

315. Plaintiffs' claims against the individual WB Defendants are barred, in whole or in part, as a result of the failure of Plaintiffs to properly plead the requisite facts necessary to maintain claims based upon piercing the corporate veil, alter ego, or any other legal theory which is the basis for individual claims against the individual WB Defendants.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger respectfully request that this Honorable Court enter judgment in their favor and against Plaintiffs William and Rose Marie McGinnis and that this Honorable Court dismiss Plaintiffs' claims against the WB Defendants with prejudice.

CROSSCLAIMS AGAINST DEFENDANT OMNIA GROUP, INC.

316. The WB Defendants incorporate the preceding paragraphs as if fully set forth at length herein.

317. If Plaintiffs' claims are proven at trial, then their damages were caused by the negligence, breaches of other duties and obligations owed and/or other liability producing acts or omissions of defendant Omnia Group, Inc. and therefore, Omnia Group, Inc. is solely liable for the damages incurred by Plaintiffs.

318. In the alternative, if it is found that the WB Defendants (collectively or individually) are liable to Plaintiffs, which any liability is specifically denied, then Plaintiffs' damages were also caused by the negligence, breaches of other duties and obligations owed and/or other liability producing acts or omissions of defendant Omnia Group, Inc. and therefore Omnia Group, Inc. is jointly and severally liable with the WB Defendants, liable over to the WB Defendants, and/or liable to the WB Defendants by way of indemnity, contribution, or other causes of action for the full amount of any sums which may be adjudged against the WB Defendants.

WHEREFORE, defendants W.B. Homes, Inc., Penn Gwyn LP, Thornby Development Corp., and William J. Bonenberger demand judgment in their favor and against crossclaim defendant Omnia Group, Inc. plus interest and costs of suit, and other relief the Court may deem appropriate.

CLEMM AND ASSOCIATES, LLC

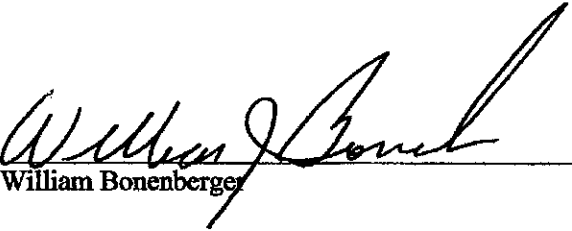
Dated: December 16, 2019

By: /s/ Mark C. Clemm
 Mark C. Clemm, Esquire
 Katie M. Clemm, Esquire
 Attorneys for defendants
 W.B. Homes, Inc., Penn Gwyn LP,
 Thornby Development Corp.,
 William J. Bonenberger, and W.B.
 Development Co., Inc.

VERIFICATION

I, William Bonenberger, hereby verify that I am an authorized agent of defendants WB Homes, Inc., Penn Gwyn LP, Thornby Development Corp., William J. Bonenberger, and W.B. Homes Development Co., Inc., that I am authorized to make this verification on their behalf, and that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information, and belief. I understand that statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Dated: December 4, 2019


William Bonenberger

Case# 2018-19272-0200 obtained from Montgomery County Prothonotary on 09/07/2020 09:24:37 AM. Fee = \$90.00. This filing is subject to the provisions of the Unified Judicial System of Pennsylvania, Case Records and Records Management System. The filing is subject to the provisions of the Unified Judicial System of Pennsylvania, Case Records and Records Management System. The filing is subject to the provisions of the Unified Judicial System of Pennsylvania, Case Records and Records Management System.

Attorneys for defendants WB Homes, Inc., Penn Gwyn LP, Thornby Development Corp., William J. Bonenberger, and W.B. Homes Development Co., Inc.

:
: No. 2018-19272

W.B. HOMES, INC., et al.

Gregory J. Kelley, Esquire
Marshall Dennehey Warner Coleman & Goggin
620 Freedom Business Center, Suite 300
King of Prussia, PA 19406
gikelley@mdwccg.com

By: /s/ Katie M. Clemm
Mark C. Clemm, Esquire
Katie M. Clemm, Esquire
Attorneys for defendants W.B. Homes, Inc.,
Penn Gwyn, L.P., Thornby Development
Corp., William J. Bonenberger, and W.B.
Homes Development Co., Inc.

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT “C”

RECEIVED MAR 19 2008

j:\wpfiles\jackie\asale\contractor-subcontractor
Rev. 01.08.08**AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR**

THIS AGREEMENT, made this 19 day of March, 2008, A.D.,
between **W. B. HOMES, INC.** (hereinafter referred to as "Contractor") and
Howard Lynch Plastering Inc. (hereinafter referred to as "Subcontractor").

1. **Project(s):** _____
2. **BINDING EFFECT ON OTHER ENTITIES:** Contractor, for tax and liability reasons, frequently creates separate corporations, limited partnerships or limited liability companies for different construction projects. Payment for work performed by Subcontractor may come either from Contractor or the related entity. Subcontractor acknowledges that so long as it is dealing with an entity related to Contractor that the terms and conditions of this Agreement shall be binding without the necessity of having entered into a separate contract with the related entity.
4. **THE "WORK" AND THE "CONTRACT SUM":** Either as an Exhibit to this Agreement or by Addendum(s) to this Agreement, Contractor shall provide to Subcontractor specific contract sums for work to be performed that Subcontractor and Contractor have agreed to for a specific project or multiple projects as determined by Contractor. Either as part of this Agreement, or subsequent Addendums, or by separate correspondence, Contractor shall provide to Subcontractor specific job specifications, and scope of work that all contract sums are based upon. Subcontractor shall perform all work and furnish all material as more particularly described in these specifications and scope of work.

The Contractor shall pay the Subcontractor for the performance of the work subject only to additions and deductions made by written Change Order the dollar amounts more particularly described in the Exhibit attached to this Agreement or in the previously referenced Addendum(s).

4. **INVOICING:**

- A. Vendors cannot submit invoices for more than one (1) subdivision on one (1) invoice. Each invoice submitted by a vendor must be specific to only one (1) subdivision.
- B. Vendors are encouraged to invoice each lot or unit on it's own invoice.
- C. Vendors are encouraged to submit any invoices for "extras" beyond the W.O. amount on a separate invoice. They can have multiple extras on one invoice, but each invoice for "extras" above the W.O. amount should only be for individual lots (i.e.: one lot per invoice).

D. Vendors and suppliers are responsible to submit invoices for their work or materials. Invoices will not be accepted or processed if received 90 calendar days after materials have been delivered or work has been substantially completed.

5. **PROGRESS PAYMENTS:** Only bills for portions of the Work completed, received prior to a voucher being prepared, will be considered for that voucher.
6. **FINAL PAYMENT:** Final payment for each unit (lot) shall be due when the Work described in this Agreement and/or the previously referenced Addendum(s) is fully completed and performed in accordance with the terms hereof, or the terms of the previously referenced Addendums, or the job specifications and scope of work issued by separate correspondence from Contractor, and is satisfactory to the Contractor or its duly authorized agent. By issuance of the voucher for final payment for material supplied and/or work completed on any unit, Subcontractor is thereby affirming to the Contractor that all payrolls, payroll taxes, bills for materials and equipment, and all known indebtedness connected with the Work has or will be satisfied by Subcontractor.
7. **TIME OF COMMENCEMENT AND COMPLETION:** As time is of the essence, Subcontractor agrees to perform the Work as soon as possible and as scheduled by Contractor, with the appropriate amount of workmen as agreed to by Contractor and Subcontractor, and to complete the Work in its entirety, promptly, in a good, neat, workmanlike, and professional manner.
8. **SUBCONTRACTOR'S RESPONSIBILITIES:**
- In carrying out the Work, the Subcontractor shall take all necessary precautions to protect properly the work of Contractor and other subcontractors from damage caused by Subcontractor's operations.
 - The Subcontractor shall at all times keep the buildings and premises clean of debris arising out of the operations of this Agreement. At the completion of each phase of Subcontractor's work all debris caused by the performance of Subcontractor's work shall be placed in the on-site job dumpster, unless directed otherwise by W.B. Homes Superintendent.
 - The Subcontractor shall take all required safety precautions with respect to the Work, shall comply with all safety measures initiated by the Contractor, O.S.H.A., and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements thereof. The Subcontractor shall report to the Contractor in writing and within twenty four (24) hours, any injury to any of the Subcontractor's employees at this site.
 - The Subcontractor shall not assign this Agreement without the written consent of the Contractor, nor subcontract the whole of the Work contemplated by this Agreement without the prior written consent of the Contractor, nor further subcontract any portion of the Work contemplated by this Agreement without

the prior written consent of the Contractor. The Subcontractor shall not assign any amounts due or to become due under this Agreement without prior written notice to and approval by the Contractor.

In the event Contractor does consent in writing to any Assignment or Subcontract the Assignee or Subcontractor must provide Contractor with identical insurance to that called for to be supplied by the Subcontractor that is executing this Agreement. Failure by Assignee or Subcontractor to supply to Contractor said insurance shall invalidate Contractor's consent to any Assignment or Subcontract.

- e. The Subcontractor warrants that all materials and equipment furnished and incorporated by Subcontractor in completing the Work shall be "new" unless otherwise specified, and that all work to be performed under this Agreement shall be of good quality, free from faults and defects and in conformance with the Contractor's blue prints, scope of work, and industry accepted performance standards and requirements. All work not conforming to these blue prints, requirements and standards may be considered defective. The warranty provided in Paragraph 16 shall be in addition to, and not in limitation of, any other warranty or remedy accorded by law.
- f. The Subcontractor agrees that if the Subcontractor shall neglect to prosecute the Work diligently and properly, or fail to perform any provisions of this Agreement, the Contractor, after three (3) days written notice to the Subcontractor, may, without prejudice to any other remedy Contractor may have, terminate this Agreement and make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due the Subcontractor; provided, however, that if such action is based upon faulty workmanship or materials and equipment, the Contractor or its duly authorized agent shall first have determined the workmanship or materials and equipment are not in accordance with the Contractors requirements and standards.
- g. The Subcontractor shall furnish periodic progress reports on the Work as requested by the Contractor, including information on the status of materials and equipment under this Agreement, which may be in the course of preparation or manufacture.
- h. The Subcontractor shall cooperate with the Contractor and other subcontractors whose work might interfere with the Subcontractor's work, and shall participate in the preparation of coordinated drawings in areas of congestion as required by the Contractor, specifically noting and advising the Contractor of any such interference.
- i. The Subcontractor shall cooperate with the Contractor in scheduling and performing the Work to avoid conflict or interference with the work of others.

- j. The Subcontractor shall promptly submit shop drawings and samples, if applicable, and if requested by Contractor, in order to perform the Work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the work of the Contractor or other subcontractors.
- k. The Subcontractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this Agreement.
- l. The Subcontractor shall comply with all Federal, State and local tax laws, social security acts, unemployment compensation acts, O.S.H.A., and workmen's compensation acts insofar as applicable to the performance of this Agreement.
- m. The Subcontractor agrees that all work shall be done subject to the final approval of the Contractor and the Municipality.
- n. Subcontractor shall perform all work in accordance with the applicable building code requirements. If there is any discrepancy between the applicable building codes and the scope of work provided by Contractor, it shall be Subcontractor's responsibility to promptly notify Contractor in writing of the discrepancy.
- o. Subcontractor shall promptly notify Contractor's Superintendent if they notice mistakes, errors, or faulty workmanship performed on behalf of other Subcontractors.
- p. Subcontractor shall be responsible to ensure that all their vehicles and the vehicles of their agents (ie: delivery trucks, etc.) clean their tires properly before exiting the jobsite onto existing roads.
- q. When a Subcontractor is the last person or crew performing work in a unit that is lockable (i.e.: windows, doors, and exterior locks installed) it shall be their responsibility to close and lock all windows and doors at the end of each workday.
9. **PRICE PROTECTION:** It is agreed that the Contract Sum for all work performed by Subcontractor shall be as designated on the attached Exhibit and/or in the previously referenced Addendum(s). It is agreed that all pricing listed on the attached Exhibit shall be valid for all work where work orders are sent to Subcontractor by _____. In the event the time period for price protection lapses, thereafter price protection shall automatically renew for sixty (60) day periods until Subcontractor shall provide sixty (60) day written notice to Contractor of a price change. Thereafter, Contractor and Subcontractor will either: (a) execute a new Addendum listing the agreed to prices and price protection or (b) terminate this Agreement.

All price increase requests shall be made to the Contractor in writing as follows:

Attn: Mr. Steve Cava
Director of Estimating, Purchasing & Special Projects
W. B. Homes, Inc.
404 Sumneytown Pike, Suite 200
North Wales, PA 19484

All price increase requests will be replied to in writing by Contractor within ten (10) days of receipt by Contractor. The Subcontractor shall not consider the price increase request "received" by the Contractor until the appropriate correspondence has been received by the Subcontractor indicating the price increase request has been received by Contractor and is in the process of being reviewed.

10. **JOB CLEAN UP:** Upon completion of Subcontractor's Work as described in this Agreement and the previously referenced Addendum(s), Subcontractor shall be responsible to place all debris caused by the performance of Subcontractor's work in the on-site job dumpster, unless directed otherwise by W. B. Homes Superintendent.
11. **INDEMNIFICATION:** Subcontractor assumes entire responsibility and liability and shall defend, indemnify and hold harmless the Contractor (including its Officers, Directors, Subsidiaries, and all other related, affiliated and created entities including but not limited to General Partnerships, Limited Partnerships, Limited Liability Corporations, Representatives, successors, assigns, agents, and employees), the Contractor's surety, the Contractor's other subcontractors and suppliers, the Owner and each of their agents, representatives, consultants and employees (the "Indemnities") for, from and against any and all claims, demands, liabilities, penalties, fines, settlements, interests, loss, damage, attorney fees, costs and/or expenses, of whatsoever kind or nature, including but not limited to property damage or for personal injuries (including death) to any and all persons, resulting from the Subcontract Work (including but not limited to that resulting directly or indirectly from work performed under the Subcontract, any change order, any other work incidental thereto and any other work performed by the Subcontractor and/or its subcontractors / suppliers related to the Principal Contract, whether performed at or off the project site, or resulting directly or indirectly from hazardous or radioactive waste or product on, in or entering the project site or the condition of the site), arising there from or in any manner occurring in connection therewith, even if caused, solely or in part by any negligent, grossly negligent, willful or other, act or omission of any Indemnities, the Subcontractor, the Subcontractor's subcontractors or suppliers, their agents, representatives or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, whether they are known or unknown to Contractor and/or Subcontractor. If any and all claims against the Indemnities by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, the Subcontractor's subcontractors or supplies, their agents, representatives or anyone for whose acts the Subcontractor may be liable, for which the Contractor is seeking indemnification under this paragraph, the indemnification obligation shall not be limited in any

way by any applicable provisions of any workers' compensation acts, disability benefit acts or other employee benefit acts and for this purpose, the Subcontractor hereby waives its right to immunity as an employer under any workers' compensation act, disability benefit acts or other employee benefit acts. The Subcontractor further agrees to defend, indemnify and hold harmless the Indemnities from any and all manner of claims, damages or suits for infringement or violations of patents or patent rights and including all costs and expenses (including attorney's fees) which the indemnities may incur or sustain in connection with the same. Subcontractor acknowledges that specific consideration has been received by it for this indemnification.

12. TIME: All time limits stated in this Agreement are of the essence of the Agreement.

13. PAYMENT: As determined by Contractor, payments may be withheld on account of: (1) defective work not remedied, (2) claims filed, (3) failure to make payments properly for labor, materials, equipment, insurance, or taxes, (4) damage to Contractor, another contractor or subcontractor, or (5) unsatisfactory prosecution of the Work by the Subcontractor.

14. SUBCONTRACTOR'S LIABILITY INSURANCE:

a) Prior to starting work, the Subcontractor shall obtain insurance in the minimum amounts shown below from a company that has a rating of ("A-VIII") or better from the A.M. Best Rating Company:

1. Minimum acceptable limits of insurance from the Subcontractors are as follows:

Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000 (Per Project)
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
Personal Advertising Injury	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

Coverage should comply with standard ISO forms including but not limited to:

- Independent Contractors Liability
- Products/Completed Operations Liability
- Contractual Liability
- Explosion, Collapse and Underground Coverage

Workers Compensation and Employers Liability

Coverage A (Workers Compensation) – Statutory

Coverage B (Employers Liability)

\$500,000 – Each Accident

\$500,000 – Disease Policy Limit

\$500,000 – Disease Each Employee

Including Broad Form All States endorsement. If Subcontractor is a sole proprietorship coverage is now available through the PA State Workers Insurance Fund. Subcontractor shall be required to provide proof of Workmen's Comp Insurance.

Sole Proprietors

Subcontractors who are sole proprietorships agree that they will make no claim against Contractor for any claim, damage, loss or expense, including bodily injury, sickness, disease or death.

Commercial Auto Liability

Covering all owned, non owned or hired vehicles including loading and unloading with limits of \$1,000,000 Combined Single Limit of Liability.

Umbrella / Excess Liability

Depending on the exposure, the Subcontractor may be asked to provide evidence of a minimum limit of \$1,000,000.00 Umbrella / Excess Liability.

- b) Prior to starting work the Subcontractor shall supply to Contractor / Contractor Entity an Insurance Certificate that includes the following:
1. Certificate shall include language that requires carrier to provide a minimum thirty (30) day written notice of cancellation to Contractor.
 2. Certificate shall list Contractor and all of it's Officers, Directors, Subsidiaries and all other related, affiliated and created Entities including but not limited to General partnerships, Limited Partnerships, Limited Liability Corporations, and Corporations as additional insured on the General Liability as respects to operations of the subcontractor. Certificate should reflect this wording as per attached sample.
 3. The Subcontractor will obtain Endorsement CG 20 37 and forward a copy to Contractor each year on or before the renewal date of Subcontractor's policy.
 4. The Subcontractor's General Liability policy shall state that coverage is Primary and Non-Contributory.

5. The General Liability, Automobile, and Workers Compensation policies of Subcontractor shall include a Waiver of Subrogation Endorsement.

- c) Subcontractor warrants that the coverage represents the true classification for the exposures of the industry operations. The certificate of insurance provided must indicate the General Liability classification code and description of classification.
- d) The Work shall not commence and no invoices or vouchers will be paid by Contractor until an approved Certificate(s) of Insurance is/are filed with Contractor in the form and amounts described in this Agreement.
- e) Contractor shall not be liable for, and Subcontractor hereby releases Contractor from all liability to Subcontractor's insurance carrier(s) or to anyone claiming under or through Subcontractor by reason of subrogation or otherwise.
- f) The Subcontractor waives all rights against the Contractor and against all other subcontractors for damages caused by fire or other perils to the extent covered by property insurance provided by Contractor.

15. **CHANGE IN THE WORK:** The Contractor, without invalidating this Agreement or any of the Addendum(s), may order Changes in the Work consisting of additions, deletions, or modifications; the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Orders signed by the Contractor or Contractor's duly authorized agent.

The cost or credit to the Contractor from a Change in the Work shall be determined by mutual agreement before executing the work involved.

16. **CORRECTION OF WORK / WARRANTY:** The Subcontractor shall correct any of the Work that fails to conform to the requirements and standards of the Contractor where such failure to conform appears during the progress of the Work, and shall promptly remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of settlement with the ultimate purchaser or within such longer period of time for latent defects, or as may be prescribed by law, or by the terms of any applicable special guarantee.

In the event that the Subcontractor does not perform the whole or parts of the Work when so asked to do so by the Contractor, the Contractor may terminate this Agreement with the Subcontractor and the Subcontractor may be held liable for any increased costs to the Contractor.

17. **ARBITRATION:** All claims, disputes, and other matters in question arising out of or relating to this Agreement shall be decided only by arbitration in accordance

with the following rules. Contractors and Subcontractor shall each select an individual to select the Arbitrator within ten (10) business days of receipt of written notice by the other party that an Arbitration claim is being filed. Those two (2) representatives must within ten business (10) days thereafter agree and appoint a third person who will be the sole arbitrator. Arbitration must commence within twenty (20) calendar days after the selection of the arbitrator and the decision shall be rendered within five (5) calendar days after the hearing. The fees of the arbitrator will be paid as determined by the arbitrator. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

18. **RELEASE OF LIENS:** Subcontractor agrees to pay in full all of Subcontractor's subcontractors and materialmen, and all parties acting through or under them. In the event that a Mechanic's Lien is filed by Subcontractor or Subcontractor's subcontractors and materialmen, or any party acting through or under them, Subcontractor shall be responsible to Contractor for all attorney's fees incurred by Contractor, in the event that it is determined that Contractor did not owe Subcontractor any money, or that Subcontractor did not pay Subcontractor's subcontractors, materialmen, or any party acting through or under them. Upon completion of work, Subcontractor shall execute at the request of Contractor, a Release of Liens demonstrating that Subcontractor has been paid in full, and acknowledging that Subcontractor has paid all of Subcontractor's subcontractors, materialmen, and any other party acting through or under them.
19. **OTHER PROJECTS:** It is understood and agreed that from time to time Contractor may desire Subcontractor to perform work on projects or locations not specifically listed in Section #1 of this Agreement. In those instances, Contractor shall provide Subcontractor with a specific set of job specifications, scope of work, and payment schedule for the work to be performed. If Subcontractor agrees to perform said work then it is agreed that both parties are bound by all Terms and Conditions of this Agreement as though the project was specifically listed in Section #1 of this Agreement.
20. **This Agreement** does not obligate the Contractor to award any or all work to Subcontractor and shall not be interpreted as an exclusive Agreement for work at any particular project or location.
21. **This Agreement** shall inure to and be binding upon the parties hereto, their heirs, successors and, to the extent assignable, assigns.
22. **This Agreement** constitutes the entire agreement between the parties and there are no other understandings written or oral.
23. **This Agreement** may not be modified except by written agreement.
24. **This Agreement** shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the said parties hereto and intending to be legally bound hereby, have hereunto set their hands and seals on the date listed below.

CONTRACTOR:
W. B. HOMES, INC.

BY: [Signature] CFC

DATE: Mar 19, 2008

SUBCONTRACTOR:

Howard Lynel Plastering Inc.
By: Howard Lynel Pres.

DATE: 3/10/08

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

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EXHIBIT “D”

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT “D”

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IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

WILLIAM McGINNIS, et. al. : 2018-19272


vs. :

WB HOMES INC., et al. :

ORDER

AND NOW, this 23 day of April, 2020, it is hereby **ORDERED** and **DECREED** that the attached Stipulation signed by the parties is hereby made an Order of the Court.

BY THE COURT:


KELLY C. WALL, J.

Copies sent by Prothonotary to:
Plaintiff/Plaintiff's Counsel
Defendant/Defendant's Counsel

Copies sent by Chambers to:
Court Administration



2018-19272-0098 4/24/2020 9:15 AM # 12732318
Recpt# Z3863215 Fee: \$0.00 Order
Main (Public)
MontCo Prothonotary

THIS DOCUMENT WAS DOCKETED AND SENT ON 04/24/2020



IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

WILLIAM MCGINNIS, et al.

Plaintiff,

vs.

WB HOMES INC., et al.,

Defendants.

CIVIL ACTION – LAW

NO. 2018-19272

STIPULATION

It is hereby stipulated, agreed and representing the affirmative consent of counsel, there being no present Case Management Order of Court precluding joinder of additional defendants or parties, or precluding other pleading matters by the parties (See, Case Management Order dated 03/02/2020, attached hereto as Exhibit "A"), and for avoiding piecemeal and multiple claims and litigation, seek to consolidate in this action all relevant and related parties, and claims relevant and related to such parties, Defendants, W.B. Homes, Inc. William B. Bonenberger, and Penn Gwynn, L.P. are hereby permitted to join as additional defendants Howard Lynch Plastering, Inc. and Antonio Coletta, LLC on the respective claims of common law and for contractual indemnity, and for insurance coverage protection upon the claims asserted in the Complaint to Join, attached hereto as Exhibit "B", all rights and privileges under the law and the Rules of Civil Procedure are preserved and reserved for the joined parties to assert any and all of their defenses, procedural and/or substantive.

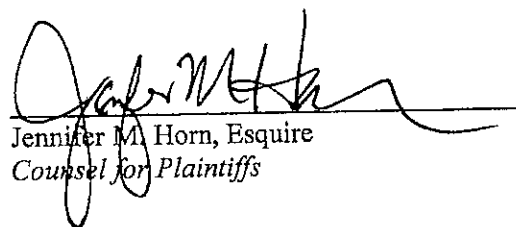
WETZEL GAGLIARDI FETTER &
LAVIN LLC

/s/Curtis P. Cheyney, III

Curtis P. Cheyney, III

Co-counsel for Defendants, WB Homes, Inc.
and William J. Bonenberger a/k/a William J.
Bonenberger; Penn Gwyn LP; and
Thornby Development Corp.

HORN WILLIAMSON, LLC



Jennifer M. Horn, Esquire
Counsel for Plaintiffs

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Unified Judicial System of Pennsylvania's Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

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MARSHALL DENNEHEY WARNER
COLEMAN & GOGGIN

/s/ Gregory J. Kelley

Gregory J. Kelley, Esquire
Karen B. Grethlein, Esquire
Counsel for Omnia Group, Inc. and Omnia
Group Architects, LLC

APPROVED:

J.

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT “E”



ERIE INSURANCE GROUP
100 Erie Insurance Plaza • Erie, PA 16530

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
6/7/06

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

NAME AND ADDRESS OF AGENCY STORTI INSURANCE, LTD. 180 WEST RIDGE PIKE LIMERICK, PA 19468-1714		AGENT'S NO. AA8470		COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE Erie Indemnity Co., Attorney-In-Fact Co.: G FLAGSHIP CITY INSURANCE COMPANY	
NAME AND MAILING ADDRESS OF INSURED Howard Lynch Plastering Inc 3057 Pruss Hill Road Pottstown, PA 19464-2216		This Certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverage contained in the Policy(ies) indicated below issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the insured or the Agent. Limits shown may have been reduced by claims paid.			
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.					
CO TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0129	6/3/06	6/3/07	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, RENTED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	0013	6/3/06	6/3/07	BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1,000,000
E	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION & EMPLOYERS LIABILITY	512	6/3/06	6/3/07	STATUTORY BODILY INJURY BY ACCIDENT \$ 100,000 EACH ACCIDENT DISEASE \$ 500,000 POLICY LIMIT DISEASE \$ 100,000 EACH EMPLOYEE
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS WB Homes Inc. is hereby listed as additional insured.					
CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision is made. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.					
CANCELLATION FOR SPECIAL CONTRACTS: (If the box is checked, this Certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.					
CERTIFICATE HOLDER		<input type="checkbox"/> ADDITIONAL INSURED; COMPANY LETTER			
WB Homes, Inc. 404 Summeytown Pike Suite 200 North Wales, PA 19454		ATTENTION CERTIFICATE HOLDER If your firm is a Certificate Holder for other policies of this insured, Certificates of Insurance for these other policies will be forwarded to you as soon as they are processed. AUTHORIZED REPRESENTATIVE <i>Karla Oswald</i>			

RECEIVED JUN 08 2006

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

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EXHIBIT “F”

Case# 2018-19272-100 Docketed at Montgomery County Prothonotary on 05/07/2020 4:43 PM, Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

EXHIBIT “F”

SEP-06-2006 14:15

STATE FARM
CERTIFICATE OF INSURANCE

12157255535 P.02

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder ANTONIO COLACIAAddress of policyholder 101 HARDWOOD LN WYNDHAM PA 18976Location of operations Warrington Township

Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
57-7F	Comprehensive Business Liability	07/25/06	07/25/07	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/>		Each Occurrence \$ 300,000.00 General Aggregate \$ 600,000.00 Products - Completed Operations Aggregate \$ 600,000.00
	EXCESS LIABILITY	Effective Date	Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other			Each Occurrence \$ Aggregate \$
65-4F	Workers' Compensation and Employers Liability	07/25/06	07/25/07	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ 100,000.00 Disease Each Employee \$ 500,000.00 Disease - Policy Limit \$ 500,000.00
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY ADOPTS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder

Name and Address of Certificate Holder

James Inc
 Sunnyside Pike Suite 200
 Wales PA 19454
 Bonnie Waytowich

10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Nicholas V. Sabachno
 Signature of Authorized Representative
 Agent 10/13/2005
 Title Date

Agent's Code Stamp
 NICHOLAS V. SABACHNO INS. AGENT, INC. 6160
 PHILADELPHIA F372

TOTAL P.02

Case# 2016-1927-100 Docketed at Montcopa on 05/07/2020 4:43 PM, Fee = \$100.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

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